MIC

Form (2)

Republic of the Union of Myanmar
Sr, No. 467-a
Date. 24.10.2014
Myanmar Investment Commission

THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Permit No. 825 /2014 Date 24th October 2014

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub-section (b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter U ZAW MIN NAING

(b) Citizenship MYANMAR

(c) Address NO. 40/5, 109 STREET, MINGALAR TAUNG NYUNT TOWNSHIP, YANGON

(d) Name and Address of Principle Organization ZILLION ZEST COMPANY LIMITED, BUILDING-A, # 09-02, PEARL CONDO, KABARAYE PAGODA ROAD, BAHAN TOWNSHIP, YANGON

(e) Place of incorporation MYANMAR

(f) Type of Investment Business PRODUCTION AND REPAIRING OF OIL COUNTRY TUBULAR GOODS

(g) Place(s) at which investment is permitted PLOT NO. 183, MAKA YAR MIN THAR GYI ROAD, INDUSTRIAL ZONE (1), DAGON MYOTHIT (SEIKKAN) TOWNSHIP, YANGON REGION

(h) Amount of Foreign Capital US$ 1.895 MILLION

(i) Period for Foreign Capital Brought in WITHIN EIGHTEEN MONTHS FROM THE DATE OF ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 2.369 MILLION (INCLUDING US$ 1.895 MILLION)

(k) Construction period 12 MONTHS

(l) Validity of investment permit 20 YEARS

(m) Form of investment JOINT VENTURE

(n) Name of Company incorporated in Myanmar OIL TECH (MYANMAR) LIMITED

Chairman

The Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၈၂၅/ ၂၀၁၄ ၂၀၁၄ ခုနှစ် အောက်တိုဘာလ ၂၄ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ-၁၃၊ ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် ဦးဇော်မင်းနိုင်

(ခ) နိုင်ငံသား မြန်မာ

(ဂ) နေရပ်လိပ်စာ အမှတ် ၄၀/၅၊ ၁၀၉ လမ်း၊ မင်္ဂလာတောင်ညွန့်မြို့နယ်၊ ရန်ကုန်

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့် လိပ်စာ ZILLION ZEST COMPANY LIMITED, တိုက်အမှတ် A, အခန်းအမှတ် ၀၉-၀၂ ပုလဲကွန်ဒို၊ ကမ္ဘာအေးဘုရားလမ်း၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်

(င) ဖွဲ့စည်းရာအရပ် မြန်မာ

(စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့် ပြုပြင်ခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ် ၁၈၃၊ မဂ္ဂရာမင်းသားကြီးလမ်း၊ စက်မှုဇုန် (၁)၊ ဒဂုံမြို့သစ် (ဆိပ်ကမ်း) မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၁.၈၉၅ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ခွင့်ပြုမိန့်ရရှိသည့်နေ့မှ (၁၈) လ အတွင်း

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၂.၃၆၉ သန်း နှင့် ညီမျှသော မြန်မာကျပ်ငွေ (အမေရိကန်ဒေါ်လာ ၁.၈၉၅ သန်းအပါအဝင်)

(ဋ) တည်ဆောက်မှုကာလ ၁၂ လ

(ဌ) ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့် သက်တမ်း ၂၀ နှစ်

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည် OIL TECH (MYANMAR) LIMITED

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
No.1, Thitsar Road, Yankin Township, Yangon

Our ref : DICA-3/FI-1010/2014(467-a)
Date : 24th October 2014

Tel: 01- 658128
Fax: 01-658136

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Production and Repairing of Oil Country Tubular Goods" under the name of "Oil Tech (Myanmar) Limited".**

Reference: Oil Tech (Myanmar) Limited, Letter dated (1-4-2014).

1. The Myanmar Investment Commission, at its meeting (22/2014) held on (19-9-2014) had approved the proposal for investment in "Production and Repairing of Oil Country Tubular Goods" under the name of "Oil Tech (Myanmar) Limited" submitted as a Joint Venture between Oil Tech Holdings (2014) Pte Ltd. (80 %) from the Republic of Singapore and Zillion Zest Company Limited (20 %) from the Republic of the Union of Myanmar.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be 20 (twenty) years and extendable 10 (ten) years period commencing from the date of the issuance of MIC permit. The term of the Lease Agreement for land and building between U Ye Htoo Aung and Oil Tech (Myanmar) Limited shall be 20 (twenty) years and extendable 10 (ten) years period commencing from the date of signing of the Agreement. At the end of the lease period, the land shall be transferred to the lessor in good condition.

4. The annual rent for the land and building shall be US$ 72,000 (United States Dollar seventy-two thousand only) for 1st year, US$ 74,160 (United States Dollar seventy-four thousand, one hundred and sixty only) for 2nd year, US$ 77,868 (United States Dollar seventy-seven thousand, eight hundred and sixty-eight only) for 3rd year, US$ 82,536 (United States Dollar eighty-two thousand, five hundred and thirty-six only) for 4th year, US$

87,492 (United States Dollar eighty-seven thousand, four hundred and ninety-two only) for 5th year and US$ 92,736 (United States Dollar ninety-two thousand, seven hundred and thirty-six only) for 6th year of the land measuring 11,088.4 square metres (2.74 acres).

5. In issuing this "Permit," the Commission has granted the followings exemptions and reliefs as per Chapter XII, section 27(a), (h) and (i) of Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project;

(a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;

(b) As per section 27(h), exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

6. Oil Tech (Myanmar) Limited shall have to sign the Lease Agreement for land and building with U Ye Htoo Aung. Oil Tech Holdings (2014) Pte Ltd. shall have to sign the Joint Venture Agreement with Zillion Zest Company Limited. After signing such Agreements, each of (5) copies shall have to be forwarded to the Commission.

7. Oil Tech (Myanmar) Limited in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum of Association and Articles of Association shall have to be forwarded to the Commission.

8. Oil Tech (Myanmar) Limited shall use its best efforts for timely realization of works stated in the proposal. If none of such works has been commenced within one year from the date of issue of this "Permit", it shall become null and void.

9. Oil Tech (Myanmar) Limited has to abide by Chapter X, Rule 58 and 59 of the Foreign Investment Rules for construction period.

10. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be allowed more than twice except it is due to unavoidable events such as natural disasters, instabilities, riots, strikes, a State of emergency, insurgency and outbreak of wars.

11. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the investor cannot construct completely in time during the construction period or extension period, the Commission will have to withdraw the permit issued to the investor and there is no refund for the expenses of the project.

12. The commercial date of operation shall be reported to the Commission.

13. Oil Tech (Myanmar) Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

14. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of Foreign Investment Law and Oil Tech (Myanmar) Limited has to follow the existing Labour Laws for the recruitment of staff and labour in accordance with Chapter XIII, Rule 84 of the Foreign Investment Rules.

15. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rule 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency.

16. Whenever Oil Tech (Myanmar) Limited brings in foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency in the manner stated in paragraph 15(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally

recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

17. Oil Tech (Myanmar) Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of a citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

18. Oil Tech (Myanmar) Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost over-run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

19. Oil Tech (Myanmar) Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Environmental Conservation and Forestry in which to conduct Initial Environmental Examination (IEE) Process and an Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity has to be prepared and submitted and to perform activities in accordance with this EMP and to abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures. Oil Tech (Myanmar) Limited has to undertake the appropriate and effective management and mitigation measures to alleviate the environmental and social concerns which have identified in the impact assessment section of the Environmental Management Plan and also on a report of an IEE study prepared by Green Myanmar Environmental Services (GMES) Co., Ltd.

20. After getting permit from Myanmar Investment Commission, Oil Tech (Myanmar) Limited shall have to be registered at the Directorate of Industrial Supervision and Inspection.

21. Oil Tech (Myanmar) Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire prevention measures shall have to undertake such as water storage tank, fire extinguishers and provide training to use the fire fighting equipments and also to appoint fire safety officer.

22. Payment of principal and interest of the loan (if any) as well as payment for import of raw materials and spare parts etc., shall only be made from income of Oil Tech (Myanmar) Limited.

23. Oil Tech (Myanmar) Limited in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter XII, Rule 79 and 80 of the Foreign Investment Rules.

(Zay Yar Aung)
Chairman

Oil Tech (Myanmar) Limited

cc:
1. Office of the Union Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs
3. Ministry of Foreign Affairs
4. Ministry of Environmental Conservation and Forestry
5. Ministry of Electric Power
6. Ministry of Immigration and Population
7. Ministry of Energy
8. Ministry of Industry
9. Ministry of Commerce
10. Ministry of Finance
11. Ministry of National Planning and Economic Development
12. Ministry of Labour, Employment and Social Security
13. Office of the Yangon Region Government
14. Director General, Fire Services Department

15. Director General, Directorate of Human Settlement and Housing Development
16. Director General, Directorate of Investment and Company Administration
17. Director General, Directorate of Industrial Supervision and Inspection
18. Director General, Customs Department
19. Director General, Internal Revenue Department
20. Director General, Directorate of Trade
21. Director General, Immigration and National Registration Department
22. Director General, Directorate of Labour
23. Director General, Department of Environmental Conservation
24. Managing Director, Myanma Foreign Trade Bank
25. Managing Director, Myanma Investment and Commercial Bank
26. Managing Director, Myanma Insurance
27. Managing Director, Myanma Electric Power Enterprise
28. Managing Director, Myanma Oil and Gas Enterprise
29. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Oil Tech (Myanmar) Limited တည်ထောင်ပြီး ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်းနှင့် ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်း ကိစ္စ**

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- Oil Tech (Myanmar) Limited - ဦးဇော်မင်းနိုင် (မြန်မာ)
	အဖွဲ့အစည်းပုံသဏ္ဍာန်	- ဖက်စပ်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု - Oil Tech Holdings (2014) Pte. Ltd. (စင်္ကာပူ) ၈၀ % - Zillion Zest Co., Ltd. (မြန်မာ) ၂၀ %
	လုပ်ငန်းအမျိုးအစား	- ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်းနှင့် ထုတ်လုပ်ခြင်းလုပ်ငန်း
၂။	တည်နေရာ	- မြေကွက်အမှတ် (၁၈၃)၊ မင်္ဂလာရာမင်းသားကြီး လမ်း၊ စက်မှုဇုန် (၁)၊ ဒဂုံမြို့သစ်ဆိပ်ကမ်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး
	မြေအကျယ်အဝန်း	- ၁၁,၀၈၉ စတုရန်း မီတာ (၂.၇၄ ဧက)
	အဆောက်အဦ	- (၂၀၀ ပေ x ၁၀၀ ပေ x ၃၀ ပေ) တစ်ထပ်အဆောက်အဦ (၁)လုံး
	မြေပိုင်ရှင်	- ဦးရဲထူးအောင် (၁၃-၉-၂၀၁၂ နေ့မှစ၍ နှစ် ၆၀)
	မြေငှားသက်တမ်း	- ကနဦး(၁၅)နှစ် နှင့် နောက်ထပ် (၁၅)နှစ် သက်တမ်းတိုး
၃။	နှစ်စဉ်မြေ နှင့် အဆောက်အဦငှားရမ်းခ	- ပထမနှစ်တွင် US $ ၇၂,၀၀၀ ဖြင့် တစ်နှစ်တစ်စတုရန်းမီတာလျှင် US $ ၆.၄၉ နှုန်း၊ ဒုတိယနှစ်တွင် US$ ၇၄,၁၆၀ ဖြင့် တစ်နှစ်တစ်စတုရန်းမီတာလျှင် US $ ၆.၆၉ နှုန်း၊ တတိယနှစ်တွင် US$ ၇၇,၈၆၈ ဖြင့် တစ်နှစ် တစ်စတုရန်းမီတာလျှင် US$ ၇.၀၂ နှုန်း၊ စတုတ္ထနှစ်တွင် US $ ၈၂,၅၃၆ ဖြင့် တစ်နှစ်တစ်စတုရန်းမီတာလျှင် US$၇.၄၄ နှုန်း၊ ပဉ္စမနှစ်တွင် US$ ၈၇,၄၉၂ ဖြင့် တစ်နှစ် တစ်စတုရန်း မီတာလျှင် US $ ၇.၈၉ နှုန်း၊ ဆဋ္ဌမနှစ်တွင် US$ ၉၂,၇၃၆ ဖြင့် တစ်နှစ် တစ်စတုရန်းမီတာလျှင် US$ ၈.၃၆ နှုန်းနှင့် ဆဋ္ဌမနှစ်နောက်ပိုင်းတွင် နှစ်ဦးနှစ်ဖက် မြေငှားရမ်းကို ပြန်လည်သတ်မှတ်မည် ဖြစ်ကြောင်း တင်ပြထားပါသည်။
၄။	လုပ်ငန်းသက်တမ်း	- ကနဦး ၁၅ နှစ် နှင့် နောက်ထပ် (၁၅)နှစ် သက်တမ်းတိုး
	တည်ဆောက်ရေးကာလ	- ၁၂ လ
၅။	စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	- အမေရိကန်ဒေါ်လာ ၂.၃၆၉ သန်း
	ထည့်ဝင်သည့် အမျိုးအစား	- US $ (သန်း)

	ပြည်ပ	ပြည်တွင်း	စုစုပေါင်း
ငွေသား	၀.၁၂၄	-	၀.၁၂၄
စက်နှင့် စက်ပစ္စည်း	၁.၁၄၇	၀.၁၇၇	၁.၃၂၄
ကုန်ကြမ်း	၀.၁၈၂	၀.၀၂၀	၀.၂၀၂
အဆောက်အဦစရိတ်	၀.၃၇၀	၀.၂၇၇	၀.၆၄၇
မြေငှားရမ်းခ	၀.၀၇၂	-	၀.၀၇၂
စုစုပေါင်း	**၁.၈၉၅**	**၀.၄၇၄**	**၂.၃၆၉**

၆။	ဝန်ထမ်းအင်အား	- **၂၅ ဦး**
	ပြည်တွင်း	- ၂၂ ဦး (ပြည်တွင်းမှ အနိမ့်ဆုံး ဝန်ထမ်းတစ်ဦး၏ လစာမှာ US$ ၁၅၇၊ အမြင့်ဆုံး ဝန်ထမ်းတစ်ဦး၏ လစာမှာ US$ ၂,၀၀၀)
	ပြည်ပ	၃ ဦး (ပြည်ပမှ အနိမ့်ဆုံး ဝန်ထမ်းတစ်ဦး၏ လစာမှာ US $ ၃,၅၀၀၊ အမြင့်ဆုံးလစာမှာ US $ ၆,၀၀၀)
၇။	ရောင်းချမည့်စနစ်	- ၁၀၀ % ပြည်တွင်းရောင်းချခြင်း
၈။	ကုမ္ပဏီ၏ ဝင်ငွေ (ဆဋ္ဌမနှစ်)	- US $ ၂.၁၉၉ သန်း
	ကုမ္ပဏီ၏ အသုံးစရိတ် (ဆဋ္ဌမနှစ်)	- US $ ၁.၂၄၃ သန်း
	ကုမ္ပဏီ၏ အသားတင်အမြတ် (ဆဋ္ဌမနှစ်)	- US $ ၀.၉၅၆ သန်း
၉။	နိုင်ငံတော်မှရရှိမည့်အကျိုးအမြတ် (ဆဋ္ဌမနှစ်)	
	ဝင်ငွေခွန်	- US $ ၀.၃၁၉ သန်း
	ကုန်သွယ်လုပ်ငန်းခွန်	- US $ ၀.၁၀၉ သန်း
	အရင်းကြေကာလ	- ၃ နှစ် ၇ လ
	အရင်းအနှီးအပေါ်အကျိုးအမြတ်ပြန်ပေါ်နှုန်း(IRR)	- ၃၀ %
၁၀။	လျှပ်စစ်ဓါတ်အားသုံးစွဲမှု	- ၃၁၅ KVA
၁၁။	ပြည်ပမှ အခွန်အကောက်ကင်းလွတ်ခွင့် တောင်းခံခြင်း	
	(က) စက်ပစ္စည်း	- US$ ၁.၁၄၇ သန်း တန်ဖိုးရှိ စက်ပစ္စည်းများကို **ပူးတွဲ-၁** ဖြင့် တင်ပြထားပါသည်။
	(ခ) ကုန်ကြမ်းပစ္စည်း	- **ပူးတွဲ-၂** ဖြင့် တင်ပြထားပါသည်။
၁၂။	CSR	- ပတ်ဝန်းကျင်နှင့် လူမှုရေးဆိုင်ရာ စောင့်ကြည့်လေ့လာမည့် လုပ်ငန်းများအတွက် ကျန်းမာရေး၊ လူမှုရေး၊ သက်သာချောင်ချိရေး ကိစ္စရပ်များတွင် သုံးစွဲနိုင်ရန် အသားတင်အမြတ်ငွေမှ ၂ % ကို ရန်ပုံငွေအဖြစ် လျာထားပါကြောင်း တင်ပြထားပါသည်။
၁၃။	မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက်	- မီးဘေးကြိုတင်ကာကွယ်ရေးအတွက် ရေပုံး၊ မီးချိတ်၊ မီးကပ်၊ သဲအိတ်၊ မီးသတ်ဆေးဘူးများကို အဆင်သင့် ထားရှိမည် ဖြစ်ပါကြောင်း၊ စက်ရုံနံရံတွင်လည်း မီးသတ်ဆေးဘူးများ ချိတ်ဆွဲထားရှိမည် ဖြစ်ပါကြောင်း၊ စက်ရုံအတွင်းတွင် မီးဘေးအန္တရာယ်အတွက် စည်းကမ်းချက်များ ချမှတ်ထားပြီး ဝန်ထမ်းများ တိကျစွာ လိုက်နာဆောင်ရွက်ရန်လည်း စီမံထားပါကြောင်း၊ ဝန်ထမ်းများကိုလည်း မီးဘေးအရေး ပေါ်ကာကွယ်ရန် မီးသတ်နည်းပညာများ လေ့ကျင့်သင်ကြားပေးမည် ဖြစ်ပါကြောင်း၊ စက်ရုံအတွင်းနှင့် အနီးပတ်ဝန်းကျင်တွင် ဆေးလိပ်သောက်ခြင်းကို တင်းကြပ်စွာ တားမြစ်ထားရှိခြင်း၊ လျှပ်စစ်နှင့် ပတ်သက်သည့် အန္တရာယ်များ မဖြစ်ပေါ်အောင်လည်း ဆောင်ရွက်ထားရှိမည် ဖြစ်ပါကြောင်း၊ မီးသတ်ဦးစီးဌာနမှ ဖွင့်လှစ်သည့် သင်တန်းများသို့ ဝန်ထမ်းများအား တက်ရောက်စေမည် ဖြစ်ပါ ကြောင်း တင်ပြထားပါသည်။

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန

ပြည်ထောင်စုဝန်ကြီးရုံး

စာအမှတ် ၂/၂၂၀ (ခ) (ဖ) / (၃၇၀၄ / ၂၀၁၄)

ရက်စွဲ ၂၀၁၄ ခုနှစ်၊ မေလ ၂၃ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Oil Tech (Myanmar) Limited မှ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများနှင့်ဝန်ဆောင်မှုပေးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့် ပတ်သက်၍ သဘောထားမှတ်ချက် တင်ပြခြင်း

ရည် ညွှန်း ချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၈-၅-၂၀၁၄ ရက်စွဲပါစာအမှတ်- ရက - ၁ / န - ၁၀၁၀ / ၂၀၁၄ (၄၆၈၂)

၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ စင်္ကာပူ Oil Tech Holdings (2014) PTE. LTD. မှ ၈၀% နှင့် မြန်မာနိုင်ငံ Zillion Zest Co.,Ltd မှ ၂၀% ဖြင့် မြန်မာနိုင်ငံတွင် Oil Tech (Myanmar) Limited တည်ထောင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြေကွက်အမှတ် (၁၈၃)၊ မင်္ဂလာရာမင်းသားကြီးလမ်း၊ စက်မှုဇုန် (၁)၊ ဒဂုံမြို့သစ်(ဆိပ်ကမ်းမြို့နယ်)၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ (၂.၇၄၀) ဧက (၁၁၀၈၈.၄၀) စတုရန်းမီတာ၌ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်း နှင့် ဝန်ဆောင်မှုပေးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့် ပတ်သက်၍ အဆိုပြုမြေနေရာတွင် လုပ်ငန်းဆောင်ရွက်ရန် သင့်/မသင့် နှင့် သဘာဝပတ်ဝန်းကျင်ထိခိုက်မှု ရှိ/မရှိ စသည့်အချက်များအပေါ် စိစစ်ပြီး ဌာနဆိုင်ရာသဘောထားမှတ်ချက်ကို ပြန်ကြားအပ်ပါသည်။

၂။ ပူးတွဲပေးပို့လာသည့်အဆိုပြုလွှာတွင် ရင်းနှီးမြှုပ်နှံခွင့် လျှောက်ထားခြင်း၊ ရင်းနှီးမြှုပ်နှံမှုကာလမှာ ကနဦး (၁၅) နှစ်ဖြင့် စတင်ဆောင်ရွက်မည်ဖြစ်ကြောင်း၊ မြေငှားစာချုပ်၊ ထုတ်လုပ်မည့် ကုန်ပစ္စည်းအမျိုးအစား၊ စက်ရုံပုံစံ၊ အသုံးပြုမည့်စက်ပစ္စည်းနှင့် ကုန်ကြမ်းပစ္စည်းစာရင်း၊ သင်းဖွဲ့မှတ်တမ်း၊ သင်းဖွဲ့စည်းမျဉ်းများ၊ ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်၊ စက်ရုံဝန်ထမ်းများအတွက် သက်သာချောင်ချိရေးနှင့် ကျန်းမာရေးအတွက် ဆောင်ရွက်ထားရှိမည့် အစီအစဉ်များ၊ မီးဘေးကာကွယ်ရေး အစီအစဉ်များ၊ ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမရှိစေရန် ဆောင်ရွက်ထားရှိမှု အစီအစဉ်များ ဖော်ပြပါရှိပါသည်။

အဆိုပါလုပ်ငန်းဆောင်ရွက်ရာတွင် စီမံကိန်းလုပ်ငန်းခွင်မှ ထွက်ရှိလာသော စွန့်ပစ်ပစ္စည်း အစိုင်အခဲ၊ အရည်၊ အငွေ့များအား စနစ်တကျ စီမံခန့်ခွဲမှုမပြုလုပ်ပါက ပတ်ဝန်းကျင် လေထု၊ ရေထုနှင့် မြေဆီလွှာ ညစ်ညမ်းမှုများ ဖြစ်ပေါ်နိုင်ခြင်း၊ စီမံကိန်းလည်ပတ်ခြင်းမှ ထွက်ရှိလာသော ဆူညံသံများကြောင့် အသံညစ်ညမ်းမှုများ ဖြစ်ပေါ်နိုင်ပါသည်။

၄။ သို့ဖြစ်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ စင်္ကာပူ Oil Tech Holdings (2014) PTE. LTD. မှ ၈၀% နှင့် မြန်မာနိုင်ငံ Zillion Zest Co.,Ltd မှ ၂၀% ဖြင့် မြန်မာနိုင်ငံတွင် Oil Tech (Myanmar) Limited တည်ထောင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြေကွက်အမှတ် (၁၈၃)၊ မက္ခရာမင်းသားကြီးလမ်း၊ စက်မှုဇုန် (၁)၊ ဒဂုံမြို့သစ်(ဆိပ်ကမ်းမြို့နယ်)၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ (၂.၇၄၀)ဧက (၁၁၀၈၈.၄၀) စတုရန်းမီတာ၌ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများထုတ်လုပ်ခြင်းနှင့် ဝန်ဆောင်မှုပေးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်ကိစ္စနှင့်ပတ်သက်၍ အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားအပ်ပါသည်။

(က) အဆိုပြုလုပ်ငန်းများကြောင့်ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်၊ လူမှုရေးနှင့် ကျန်းမာရေး ထိခိုက်ပျက်စီးမှုများကို ရှောင်ရှားနိုင်ရန်အတွက် လုပ်ငန်းလည်ပတ်ခြင်းနှင့် ထုတ်လုပ်ခြင်းအဆင့်ဆင့်တို့၏ စီမံကိန်းဆိုင်ရာ အချက်အလက်များ ပြည့်စုံစွာဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ကို ထိခိုက်မှုအနည်းဆုံးဖြစ်စေမည့် စက်ကိရိယာများနှင့် ကုန်ထုတ်လုပ်မှု နည်းပညာများ အသုံးပြုဆောင်ရွက်ရန်၊

(ခ) စီမံကိန်းလုပ်ငန်းဆောင်ရွက်မှုကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်၊ လူမှုရေးနှင့် ကျန်းမာရေး ထိခိုက်ပျက်စီးမှုများ ရှောင်ရှားရန်နှင့် လျော့နည်းစေရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ အမိန့်ကြော်ငြာစာအမှတ် (၁/၂၀၁၃) အရ လိုအပ်သည့် ပတ်ဝန်းကျင်ဆိုင်ရာ ကနဦးလေ့လာခြင်း (Initial Environmental Examination-IEE) လုပ်ငန်းကို ဆောင်ရွက်ရန်၊

(ဂ) အထက်ပါလေ့လာဆန်းစစ်မှုရလဒ်များကို အခြေခံ၍ ပတ်ဝန်းကျင်နှင့် လူမှုရေးဆိုင်ရာ ထိခိုက်မှုအနည်းဆုံးဖြစ်စေရန်အတွက် လုပ်ငန်းဆောင်ရွက်မည့် အစီအစဉ်၊ စွန့်ပစ်ပစ္စည်း/စွန့်ပစ်အရည်များ စီမံခန့်ခွဲမှုအစီအစဉ်၊ စောင့်ကြည့်လေ့လာမည့် အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိခိုက်မှု လျော့ပါးရေး ဆောင်ရွက်မည့် လုပ်ငန်းများအတွက် သုံးစွဲမည့်ရန်ပုံငွေ စသည်တို့ပါဝင်သည့် ပတ်ဝန်းကျင်

ဆိုင်ရာ စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan - EMP) ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း အကောင်အထည်ဖော် ဆောင်ရွက်ရန်၊

(ဃ) ပြဋ္ဌာန်းထားသည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း၊စည်းမျဉ်းစည်းကမ်းများနှင့်အညီ လိုက်နာကျင့်သုံး အကောင်အထည်ဖော် ဆောင်ရွက်ရန်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုး ညွန့် ၊ ရုံး အ ဖွဲ့ မှူး)

မိတ္တူ - ညွှန်ကြားရေးမှူးချုပ်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
- ညွှန်ကြားရေးမှူးချုပ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ ၂ / ၃ - ၆ (၅) / စီးပွား
ရက် စွဲ ၊၂၀၁၄ ခုနှစ်၊ ဇွန် လ ၅ ရက်

သို့
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
နေပြည်တော်

အကြောင်းအရာ ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၈. ၅. ၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ရက - ၁ / န - ၁၀၁၀ / ၂၀၁၄ (၄၆၈၁)

၁။ စင်္ကာပူနိုင်ငံ Oil Tech Holdings (2014) PTE. LTD. မှ ၈၀% နှင့် မြန်မာနိုင်ငံ Zillion Zest Co., Ltd. မှ ၂၀%ထည့်ဝင်၍ မြန်မာနိုင်ငံတွင် ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Oil Tech (Myanmar) Limited တည်ထောင်ပြီး မြေကွက်အမှတ်(၁၈၃)၊ မင်္ဂလာမင်းသားကြီးလမ်း၊ စက်မှုဇုန်(၁)၊ ဒဂုံမြို့သစ်(ဆိပ်ကမ်း) မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ (၂. ၇၄၀) ဧက (၁၁, ०၈၈. ၄၀ စတုရန်းမီတာ)၌ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့် ဝန်ဆောင်မှုပေးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် လျှောက်ထားလာမှုအပေါ် အောက်ပါအချက်များအား သဘောထားမှတ်ချက် ပြန်ကြားပေးပါရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းအကြောင်းကြားလာခြင်းနှင့်ပတ်သက်၍ ကွင်းဆင်းစိစစ်မှုအရ အောက်ပါအတိုင်း သဘောထားမှတ်ချက် တင်ပြအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်မည့်နေရာသည် နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိမြို့ပြစီမံကိန်းကို ထိခိုက်နိုင်ခြင်းမရှိပါ၊

(ခ) အဆိုပြုလုပ်ငန်းလုပ်ကိုင်ပါက ပထမနှစ်တွင် ပြည်တွင်းလုပ်သားအင်အား (၂၅)ဦး အလုပ်အကိုင်ရရှိမည် ဖြစ်သောကြောင့် မြို့နယ်ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေးဖွံ့ဖြိုး တိုးတက်မှုအတွက် အထောက်အကူဖြစ်စေပါသည်၊

(ဂ) အဆိုပြုလုပ်ငန်း လုပ်ကိုင်ရန်အတွက် မြေကွက်အမှတ်(၁၈၃)၊ မင်္ဂလာမင်းသားကြီးလမ်း၊ စက်မှုဇုန်(၁)၊ ဒဂုံမြို့သစ်(ဆိပ်ကမ်း) မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေ (၂. ၇၄၀) ဧက (၁၁, ०၈၈. ၄၀ စတုရန်းမီတာ)အား တစ်စတုရန်းမီတာလျှင် 6.5 USD နှုန်းဖြင့် တစ်နှစ်အတွက် USD 72000 ဖြင့်၁၅ နှစ်၊ ထပ်တိုး ၁၅နှစ်၊ စုစုပေါင်းနှစ် (၃၀) ငှားရမ်းလုပ်ကိုင်ခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်း ရှိပါသည်၊

(ဃ) အဆိုပြုလုပ်ငန်းလုပ်ကိုင်ရာတွင် သဘာဝပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိနိုင်ပါ။

၂။ အထက်ဖော်ပြပါ အချက်များကြောင့် (၂၉. ၅. ၂၀၁၄) ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၂၀/၂၀၁၄)၊ ဆုံးဖြတ်ချက်အပိုဒ် (၁)အရ Oil Tech (Myanmar) Limited ၏ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းသစ်ဆောင်ရွက်မှုအား ခွင့်ပြုသင့်ပါကြောင်း ထောက်ခံ တင်ပြအပ်ပါသည်။

(မြင့်ဆွေ)
ဝန်ကြီးချုပ်

မိတ္တူကို
ရန်ကုန်တိုင်းဒေသကြီးလုံခြုံရေးနှင့်နယ်စပ်ရေးရာဝန်ကြီး
ရန်ကုန်အရှေ့ပိုင်းခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
ဒဂုံမြို့သစ်(ဆိပ်ကမ်း)မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
✓Oil Tech (Myanmar) Limited
လက်ခံစာတွဲ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စက်မှုဝန်ကြီးဌာန

စာအမှတ်၊ ၂၁-စမ(၂)၂၀၁၄-၂၀၁၅(၅၃၀)

ရက် စွဲ၊ ၂၀၁၄ ခုနှစ် မေလ ၂၂ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၈.၅.၂၀၁၄ ရက်စွဲပါ စာအမှတ်၊ ရက-၁/န-၁၀၁၀/၂၀၁၄(၄၆၈၃)

၁။ Oil Tech(Myanmar)Limited သည် ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ဒဂုံမြို့သစ်(ဆိပ်ကမ်း)မြို့နယ်၊စက်မှုဇုန်(၁)၊ မက္ခရာမင်းသားကြီးလမ်း၊ မြေကွက်အမှတ်(၁၈၃)တွင် ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့်ဝန်ဆောင်မှုပေးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် အကြောင်းကြားလာပါသည်။

၂။ အဆိုပါကုမ္ပဏီမှ ဆောင်ရွက်မည့်လုပ်ငန်းများနှင့်ပတ်သက်၍ အောက်ပါအတိုင်း စိစစ်တွေ့ရှိရပါသည်-

(က) ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံပြီး ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့်ဝန်ဆောင်မှုပေးခြင်းလုပ်ငန်း ဆောင်ရွက်မည်ဖြစ်ပါသည်။

(ခ) လျှပ်စစ်သွယ်တန်းအသုံးပြုမှုအား လျှပ်စစ်ဥပဒေနှင့်အညီ အသုံးမပြုမီ စစ်ဆေးဆောင်ရွက်ရန် လိုအပ်ပါသည်။

(ဂ) ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမဖြစ်ပေါ်စေရေးအတွက် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၏ စိစစ်ချက်ဖြင့် စနစ်တကျဆောင်ရွက်ရန် လိုအပ်ပါသည်။

(ဃ) ပုဂ္ဂလိကစက်မှုလုပ်ငန်းဥပဒေနှင့်အညီ စက်မှုမှတ်ပုံတင်ဆောင်ရွက်ရန် လိုအပ်ပါသည်။

(င) ထုတ်လုပ်မည့် ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများအား သတ်မှတ်အရည်အသွေးနှင့် စံချိန်စံညွှန်းပြည့်မီရေးတို့ကို စနစ်တကျ ထုတ်လုပ်ဆောင်ရွက်သွားရန် လိုအပ်ပါသည်။

၃။ သို့ပါ၍ Oil Tech(Myanmar)Limited မှ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့်ဝန်ဆောင်မှုပေးခြင်းလုပ်ငန်း ဆောင်ရွက်ရာတွင် အထက်ပါလိုအပ်ချက်များအား ဖြည့်ဆည်းဆောင်ရွက်ပြီး နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေ၊ ပုဂ္ဂလိကစက်မှုလုပ်ငန်းဥပဒေနှင့် တည်ဆဲဥပဒေလုပ်ထုံးလုပ်နည်းများနှင့်ညီညွတ်ပါက ဤဝန်ကြီးဌာနမှ ကန့်ကွက်ရန်မရှိပါကြောင်း ပြန်ကြားအပ်ပါသည်။

၂၂.၅.၁၄

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(လှမိုး၊ ရုံးအဖွဲ့မှူး)

မိတ္တူကို

စက်မှုကြီးကြပ်ရေးနှင့်စစ်ဆေးရေးဦးစီးဌာန

အမှတ်(၁)အကြီးစားစက်မှုလုပ်ငန်း

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OilTech (Myanmar) Limited

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုလျှောက်လွှာ ပြန်လည်ပြင်ဆင်တင်ပြချက်များ

စဉ်	အကြောင်းအရာ	ယခင် လျှောက်ထားမှု ပုံစံ	ယခု အမှန်ပြန်လည်ပြင်ဆင်ချက်
(၁)	၂၀၁၂ ခုနှစ် ထုတ်ပြန်ထားသည့် အဆိုပြုချက် ပုံစံ-၁ အား ပြင်ဆင်ထားမှု	Application for issue of Permit တွင် ၁၉၈၈ခုနှစ် နိုဝင်ဘာလ ၃၀ရက်နေ့တွင် ထုတ်ပြန်သော ဥပဒေအတိုင်း ပြင်ဆင်ထားပါသည်။	Application for issue of Permit တွင် ၂၀၁၂ခုနှစ် နိုဝင်ဘာလ ၁၂ရက်နေ့တွင် ထုတ်ပြန်သော ဥပဒေအတိုင်း ပြန်လည်ပြင်ဆင်ထားပါသည်။
(၂)	Anexure 3 တွင် ပြည်ပမှ တင်သွင်းမည့် စာရင်းတွင် ပစ္စည်းများ အား ပြည်တွင်းပြည်ပ ခွဲခြားဖော်ပြထားမှု	Anexure 2, 3 & 4 တွင် Import & Local အား ခွဲခြားဖော်ပြထားခြင်း မရှိသေးပါ။	Anexure 2, 3 & 4 တွင် Import & Local အား သီးခြားစီ ပြန်လည် ခွဲခြားဖော်ပြထားပါသည်။
(၃)	ပြည်ပမှတင်သွင်းမည့် စာရင်းများကို နှစ်အ လိုက် ဖော်ပြထားမှု	Projected Profit & Loss Statement (2.1)တွင် Raw Material အား နှစ်အလိုက် တင်သွင်းရန်ဖော်ပြထားခြင်းမရှိသေးပါ။	Projected Profit & Loss Statement (2.1)တွင် Raw Materialအား နှစ်အလိုက် တင်သွင်းရန်ပြန်လည်ဖော်ပြထားပါသည်။
(၄)	မြေငှားစာရင်းအား ပြန်လည်စိစစ်ပြီး တင်ပြထားမှု	Projected Profit & Loss Statement (2.7)တွင် Land Rental အား နှစ်အ လိုက် ငှားရမ်းခကို (%)ဖြင့် တိုးမြှင့် ပေးထားခြင်း မရှိသေးပါ။	Projected Profit & Loss Statement (2.7)တွင် Land Rental အား နှစ်အလိုက် ငှားရမ်းခကို(%)ဖြင့် တိုးမြှင့်ပေးထားပါသည်။
(၅)	Form 1 တွင်ဖော်ပြထား သည့် System of Sale အား လုပ်ငန်းမှ ပြည် တွင်းထုတ်လုပ်ခြင်းအစား ပြည်တွင်းရောင်းချခြင်း ဟု ပြင်ဆင်ထားမှု	Form 1, No. 9 (i) တွင် System of Sale အား ပြည်တွင်းရောင်းချခြင်းဟု ဖော်ပြထားခြင်း မရှိသေးပါ။	Form 1, No. 9 (i) တွင် System of Sale အား ပြည်တွင်းရောင်းချခြင်း (Local Sales)ဟု ပြန်လည် ဖော်ပြထားပါသည်။
(၆)	မြန်မာနိုင်ငံတွင် တည် ထောင်မည့် OilTech (Myanmar) Limited ၏ MOA နှင့် AOA များကိုတင်ပြထားမှု	မြန်မာနိုင်ငံတွင် တည် ထောင်မည့် OilTech (Myanmar) Limited ၏ MOA နှင့် AOA ကို တင်ပြထားခြင်း မရှိသေးပါ။	မြန်မာနိုင်ငံတွင် တည် ထောင်မည့် OilTech (Myanmar) Limited ၏ MOA နှင့် AOA ကို ပြန်လည်ပူးတွဲ တင်ပြထားပါသည်။

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(၇)	ကုမ္ပဏီ အမည်ရွေးပြီး အမည်စစ်ထားသော စာရွက်ကို တင်ပြထားမှု	မြန်မာနိုင်ငံတွင် တည်ထောင်မည့် OilTech Oilfield Services (Myanmar) Limited ၏ အမည်စစ်ထား သော စာရွက်အား ပူးတွဲတင်ပြထားခြင်း မရှိသေးပါ။	မြန်မာနိုင်ငံတွင် တည်ထောင်မည့် OilTech Oilfield Services (Myanmar) Limited အစား OilTech (Myanmar) Limited ဟု အမည် ပြန်လည်စစ်ထား သော စာရွက်အား MOA & AOA နှင့်အတူ ပူးတွဲတင်ပြထား ပါသည်။
(၈)	ပြည်ပမှ တင်သွင်းမည့် စက်များအတွက် Plan အား တင်ပြထားမှု	ပြည်ပမှ တင်သွင်းမည့် စက်များအတွက် Plan အား တင်ပြထားခြင်း မရှိသေးပါ။	ပြည်ပမှ တင်သွင်းမည့်စက်များအတွက် Plan အား Machine Shop - Introduction and process flow presentation ဟူသော စာရွက်အတွဲများဖြင့် ပူးတွဲတင်ပြထားပါသည်။
(၉)	Anexure 6 တွင် အရေ အတွက်နှင့် ဈေးနှုန်း တွက်ချက်ခြင်းသည် ရရှိမည့်ဝင်ငွေနှင့် ကိုက်ညီထားမှု	Anexure 6 တွင် အရေ အတွက်နှင့် ဈေးနှုန်း တွက်ချက်ခြင်းသည် ရရှိမည့်ဝင်ငွေနှင့် ကိုက်ညီထားမှု မရှိသေးပါ။	Anexure 6 တွင် အရေ အတွက်နှင့် ဈေးနှုန်း တွက်ချက်ခြင်းသည် ရရှိမည့်ဝင်ငွေနှင့် ပြန်လည် ကိုက်ညီထားပါသည်။
(၁၀)	စာရင်းများကို သေချာစွာ ပြန်လည်တွက်ချက်ပြီး အသစ်ပြန်လည်တင်ပြ ထားမှု	စာရင်းများကို သေချာစွာ ပြန်လည် တွက်ချက်ပြီး အသစ်ပြန်လည် တင်ပြထားခြင်း မရှိသေးပါ။	Form 1နှင့် နောက်ဆက်တွဲ Project Profile နှင့် Projected Profit & Loss Statement များကို သေချာစွာ ပြန်လည်တွက်ချက်ပြီး အသစ်ပြန်လည်တင်ပြ ထားပါသည်။

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရုံးအမှတ်(၃၂)၊ နေပြည်တော်

☎ -၀၆၇-၄၀၆၃၃၄၊ ၄၀၆၀၇၅
🖷-၉၅-၆၇-၄၀၆၃၃၃

စာအမှတ်၊ရက- ၁/န-၁၀၁၀/၂၀၁၄ (၄၈၉၅)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ မေလ ၁၄ ရက်

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Oil Tech Oilfield Services (Myanmar) Limited တည်ထောင်၍ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့် ပြုပါရန် တင်ပြလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ Oil Tech Oilfield Services (Myanmar) Limited ၏(၁-၄-၂၀၁၄) ရက်စွဲပါစာ

၁။ အထက် အကြောင်းအရာပါ အဆိုပြုချက်အား (၃-၄-၂၀၁၄) ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ၁၅/၂၀၁၄ ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြခဲ့ပါသည်။ ကော်မရှင် အစည်းအဝေး၏ ဆုံးဖြတ်ချက်နှင့် အညီ ဆောင်ရွက်ပြီး ပြန်လည် တင်ပြပေးပါရန် အကြောင်းကြားခဲ့ပါသည်။

၂။ Oil Tech Oilfield Services (Myanmar) Limited သည် အဆိုပြုချက်အား အစည်းအဝေးမှ ဆုံးဖြတ်ချက်နှင့်အညီ လိုအပ်ချက်များ ပြင်ဆင်ပြီး၊ Oil Tech (Myanmar) Limited အမည်ဖြင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ ၅-၅-၂၀၁၄ ရက်နေ့တွင် ပြန်လည် တင်ပြ လာပါသည်။

၃။ ထို့ကြောင့် Oil Tech (Myanmar) Limited ၏ အဆိုပြုချက်အား မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ၅-၅-၂၀၁၄ တွင် လက်ခံကြောင်း အကြောင်းပြန်ကြား အပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(စန်းစန်းမြင့်၊ ညွှန်ကြားရေးမှူး)

Oil Tech Oilfield Services (Myanmar) Limited
မြေကွက်အမှတ်(၁၈၃)၊
မြေတိုင်းရပ်ကွက်အမှတ် စက်မှုဇုန် (၁)၊
မင်္ဂလာရာမင်းသားကြီးလမ်း၊ ဒဂုံဆိပ်ကမ်းမြို့နယ်၊
ရန်ကုန်တိုင်းဒေသကြီး။

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

OilTech (Myanmar) Limited.

Building-A, #09-02, Pearl Condo, Kabaraye Pagoda Road,
Bahan Township, Yangon 11201, Myanmar.
T : + 959 420784052
E : adrian.oiltech.mm@gmail.com
aung.thu@zillionzest.com

Your Preferred Oilfield Services Partner

OilTech (Myanmar) Ltd.

၁။ ဆောင်ရွက်မည့်လုပ်ငန်းအမျိုးအစား - Oil Country Tubular Goods Production

ရေနံတွင်းတူးပိုက်နှင့်ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်း

၂။ ဆက်သွယ်ရန်လိပ်စာ - ဦးဇော်မင်းနိုင်
တိုက်နံပါတ် (အေ)၊ အခန်းနံပါတ် ၀၉-၀၂ ၊ ပုလဲကွန်ဒို ၊
ကမ္ဘာအေးဘုရားလမ်း၊ ဗဟန်းမြို့နယ်၊
ရန်ကုန်တိုင်းဒေသကြီး။
၀၉-၄၀၂၆၁၁၁၃၆ ၊ ၀၉-၄၂၀၇၈၄၀၅၂

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရုံးအမှတ်(၃၂)၊ နေပြည်တော်

-၀၆၇-၄၀၆၃၃၄၊ ၄၀၆၀၇၅
-၉၅-၆၇-၄၀၆၃၃၃

စာအမှတ်၊ရက- ၁/န-၁၀၁၀/ ၂၀၁၄ (၄၀၃၁)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဧပြီလ ၁၁ ရက်

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Oil Tech Oilfield Services (Myanmar) Limited တည်ထောင်၍ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်း များ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်း ကိစ္စ**

ရည် ညွှန်း ချက်။ **Oil Tech Oilfield Services (Myanmar) Limited ၏(၁-၄-၂၀၁၄) ရက်စွဲပါစာ**

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့် စပ်လျဉ်း၍ (၃-၄-၂၀၁၄) ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ၁၅/၂၀၁၄ ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြခဲ့ပါသည်။

၂။ ယင်းအစည်းအဝေးမှ အောက်ပါအတိုင်း ဆုံးဖြတ်ခဲ့ပါသည်-

(က) ၂၀၁၂ ခုနှစ် ထုတ်ပြန်ထားသည့် အဆိုပြုချက် ပုံစံ -၁ ဖြင့် ပြင်ဆင်တင်ပြပေးရန်။

(ခ) Anexure 3 တွင်ပြည်ပမှ တင်သွင်းမည့်စာရင်းတွင် ပစ္စည်းများသည်ပြည်တွင်း ပြည်ပခွဲခြား ဖော်ပြရန်။

(ဂ) ပြည်ပမှတင်သွင်းမည့် စာရင်းများကို နှစ်အလိုက်ဖော်ပြရန်။

(ဃ) မြေငှားခစာရင်းအား ပြန်လည်စိစစ်ပြီး တင်ပြရန်။

(င) Form 1 တွင် ဖော်ပြထား သည့် System of Sale အား လုပ်ငန်းမှ ပြည်တွင်း ထုတ်လုပ်ခြင်းအစား ပြည်တွင်းရောင်းချခြင်းဟုပြင်ဆင်ပေးရန်။

(စ) မြန်မာနိုင်ငံတွင် တည်ထောင်မည့် Oil Tech Oilfield Services (Myanmar) Limited ၏ MOA နှင့် AOA များကိုတင်ပြပေးရန်။

(ဆ) ကုမ္ပဏီ အမည်ရွေးပြီး အမည်စစ်ထားသော စာရွက်ကို တင်ပြပေးရန်။

(ဇ) ပြည်ပမှတင်သွင်းမည့်စက်များအတွက် Plan တင်ပြပေးရန် လိုအပ်ကြောင်း။

(ဈ) Annexure-6 တွင် အရေအတွက်နှင့် ဈေးနှုန်းတွက်ချက်ခြင်းသည် ရရှိမည့် ဝင်ငွေနှင့် ကိုက်ညီမှုရှိရန်။

(ည) စာရင်းများကို သေချာစွာ ပြန်လည်တွက်ချက်ပြီး အသစ်ပြန်လည်တင်ပြရန်။

၃။ သို့ဖြစ်ပါ၍ အထက်ပါအစည်းအဝေး ဆုံးဖြတ်ချက်နှင့်အညီ ဆောင်ရွက်ပြီး ပြန်လည်တင်ပြပေးပါရန် ကြောင်းကြားအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(စန်းစန်းမြင့်၊ ညွှန်ကြားရေးမှူး)

Oil Tech Oilfield Services (Myanmar) Limited
မြေကွက်အမှတ်(၁၈၃)၊
မြေတိုင်းရပ်ကွက်အမှတ် စက်မှုဇုန် (၁)၊
မက္ကရာမင်းသားကြီးလမ်း၊
ဒဂုံဆိပ်ကမ်းမြို့နယ်၊
ရန်ကုန်တိုင်းဒေသကြီး။

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

Oil Teach Reply).docx

၂/၇/၁၄ NPT ၅

ကန့်သတ်

အကြောင်းအရာ။	ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Oil Tech Oilfield Services (Myanmar) Limited မှ တည်ထောင်၍ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်း ကိစ္စ	

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- Oil Tech Oilfield Services (Myanmar) Limited - ဦးဇော်မင်းနိုင် (မြန်မာ)
	အဖွဲ့အစည်းပုံသဏ္ဌာန်	- ဖက်စပ်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု - Oil Tech Holdings (2014) PTE LTD (စင်္ကာပူ) ၈၀% - Zillion Zest Co., Ltd (မြန်မာ) ၂၀ %
	လုပ်ငန်းအမျိုးအစား	- ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်း လုပ်ငန်း
၂။	တည်နေရာ	- မြေကွက်အမှတ်(၁၈၃)၊ မြေတိုင်းရပ်ကွက်အမှတ် စက်မှုဇုန် (၁)၊ မက္ခရာမင်းသားကြီးလမ်း၊ ဒဂုံဆိပ်ကမ်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
	မြေအကျယ်အဝန်း	- မြေ ၂.၇၄၀ ဧက (၁၁,၀၈၈.၄၀ စတုရန်းမီတာ) - အဆောက်အဦ ၁ လုံး (၂၀၀ပေ x ၁၀၀ပေ)
	မြေပိုင်ရှင်	- ဦးရဲထူးအောင် နှစ်၆၀ (၁၃-၉-၂၀၁၂)
၃။	နှစ်စဉ်မြေ နှင့် အဆောက်အဦငှားရမ်းခ	- နှစ်စဉ်မြေနှင့် အဆောက်အဦငှားရမ်းခ - year(1) US$ ၇၂,၀၀၀ တစ်စတုရန်းမီတာလျှင် US$ (၆.၄၉)နှုန်း - year(2) US$ ၇၄,၁၆၀ တစ်စတုရန်းမီတာလျှင် US$ (၆.၆၉)နှုန်း - year(3) US$ ၇၇,၈၆၈ တစ်စတုရန်းမီတာလျှင် US$ (၇.၀၂)နှုန်း - year(4) US$ ၈၂,၅၃၆ တစ်စတုရန်းမီတာလျှင် US$ (၇.၄၄)နှုန်း - year(5) US$ ၈၇,၄၉၂ တစ်စတုရန်းမီတာလျှင် US$ (၇.၈၉)နှုန်း - year(6) US$ ၉၂,၇၃၆ တစ်စတုရန်းမီတာလျှင် US$ (၈.၃၆)နှုန်း - year(6) နောက်ပိုင်းတွင် နှစ်ဦးနှစ်ဖက် မြေငှားခကို ပြန်လည်သတ်မှတ်မည်။
	လုပ်ငန်းသက်တမ်း	- ကနဦး၁၅ နှစ် (၁၅နှစ် ထပ်မံတိုးမည်)
	တည်ဆောက်ရေးကာလ	- ၁ နှစ်
၅။	စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	- US$ ၂.၃၆၉ သန်း
	ထည့်ဝင်သည့် အမျိုးအစား	- US$ (သန်း)

	ပြည်ပ	ပြည်တွင်း	စုစုပေါင်း
ငွေသား	၀.၁၀၀	-	၀.၁၀၀
စက်နှင့်စက်ပစ္စည်း (ပြည်ပဝယ်)(ပြည်တွင်းဝယ်)	၁.၁၄၇	၀.၁၇၇	၁.၃၂၄
ကုန်ကြမ်း	၀.၁၈၂	၀.၀၂၀	၀.၂၀၂
အဆောက်အဦစရိတ်(ပြည်တွင်းဝယ်)	၀.၃၇၀	၀.၂၇၇	၀.၆၄၇
မြေငှားခ	၀.၀၇၂	-	၀.၀၇၂
မြေအသုံးပြုကြိုတင်သွင်း	၀.၀၂၄	-	၀.၀၂၄
စုစုပေါင်း	၁.၈၉၅	၀.၄၇၄	၂.၃၆၉

ကန့်သတ်

၆။	ဝန်ထမ်းအင်အား	- ၂၅ ဦး
	ပြည်တွင်း	- ၂၂ ဦး (ပြည်တွင်းဝန်ထမ်း တစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၁၅၇၊ အမြင့်ဆုံး လစာမှာ US$ ၂,၀၀၀)
	ပြည်ပ	- ၃ ဦး (ပြည်ပဝန်ထမ်း တစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၃,၅၀၀၊ အမြင့်ဆုံး လစာမှာ US$ ၆,၀၀၀)
၇။	ရောင်းချမည့်စနစ်	- ၁၀၀ % ပြည်တွင်းရောင်းချခြင်း
၈။	ကုမ္ပဏီ၏ ဝင်ငွေ (ဆဌမနှစ်)	- တွက်ချက်မှုများကိုက်ညီမှုမရှိပါ။
	ကုမ္ပဏီ၏ အသုံးစရိတ် (ဆဌမနှစ်)	- တွက်ချက်မှုများကိုက်ညီမှုမရှိပါ။
	ကုမ္ပဏီ၏ အသားတင်အမြတ် (ဆဌမနှစ်)	- တွက်ချက်မှုများကိုက်ညီမှုမရှိပါ။
၉။	နိုင်ငံတော်မှရရှိမည့်အကျိုးအမြတ် (ဆဌမနှစ်)	
	ဝင်ငွေခွန်	- တွက်ချက်မှုများကိုက်ညီမှုမရှိပါ။
	ကုန်သွယ်လုပ်ငန်းခွန်	-တွက်ချက်မှုများကိုက်ညီမှုမရှိပါ။
	အရင်းကြေကာလ	- ၃နှစ်၊ ၇လ
	အရင်းအနှီးအပေါ်အကျိုးအမြတ်ပြန်ပေါ်နှုန်း (IRR)	- ၂၆.၀၈%
၁၀။	လျှပ်စစ်ဓါတ်အားသုံးစွဲမှု(နှစ်စဉ်)	- 315 KVA
၁၁။	နှစ်စဉ်ထုတ်လုပ်မှု (ဆဌမနှစ်)	

	ထုတ်လုပ်မည့် (Unit)	တန်ဖိုး (US$/unit)
Repair Business		
Drill Pipe	1,817	120
Drill Coller	769	130
Heavy Weight Drill Pipe	483	180
Cross Over Subs	2,180	100
Manufacturing Accessories		
Nipple	1,200	90
Pup Joint	560	200
Drill Coller	95	1,000
Cross Over Subs	83	1,200
Permium Threading		
NOV	771	140
FOX	1,018	110
VAM	792	120
Other	833	120

APT Threading		
BTC	1,350	80
LTC	1,600	70
EUE	1,357	70
Others	1,429	70
Bucking Services		
Make up	1,486	70
Break-out	2,600	40

၂။ စိစစ်တွေ့ရှိချက်

- Zillion Zest Co., Ltd နှင့် Oil Tech Holdings (2014) PTE LTD. ၏ MOA နှင့် AOA မူကြမ်း ၊ ဖက်စပ်စာချုပ်နှင့် ဒါရိုက်တာစာရင်းများ၊ ပတ်စပို့မိတ္တူများကို တင်ပြထား ပါသည်။
- Oil Tech Oilfield Services (Myanmar) Limited မှ ပတ်ဝန်းကျင်ဆိုင်ရာစီမံချက်(EMP)၊ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နှင့် သန့်ရှင်းသာယာရေးစီမံချက်၊ မီးဘေးကာကွယ်ရေး အစီအစဉ်များ၊ လုပ်ငန်းလည်ပတ်မှုမှ ရရှိမည်ဟု ခန့်မှန်းထားသည့် အသားတင်အမြတ်ငွေ၏(၂%)ကို ပတ်ဝန်းကျင်နှင့် လူမှုရေးဆိုင်ရာ လုပ်ငန်းအစီအစဉ်များနှင့်ဝန်ထမ်းများ၊ အလုပ်သမားများအတွက် ကျန်းမာရေး၊ လူမှုရေး၊ သက်သာ ချောင်ချိရေး စသည့်ကိစ္စရပ်များတွင် သုံးစွဲမည် ဖြစ်ကြောင်း၊ ဝန်ခံ ကတိပြုထားပါသည်။
- မြေပိုင်ရှင် ဦးရဲထူးအောင် နှင့် မြေငှားသူ Oil Tech Oilfield Services (Myanmar) Limited တို့ချုပ်ဆိုမည့် မြေငှားစာချုပ်မူကြမ်း၊ စက်ရုံတည်နေရာပြမြေပုံ ၊ မြေငှားစာချုပ် တို့ကိုလည်း တင်ပြထားပါသည်။
- Oil Tech Oilfield Services (Myanmar) Limited မှ တင်သွင်းမည့် စက်များ၏ပုံများကို တင်ပြထားပါသည်။
-ငွေရေးကြေးရေး အထောက် အထားအဖြစ် ကမ္ဘောဇဘဏ် ၌ ၂-၄-၂၀၁၄ နေ့တွင် Zillion Zest Co., Ltd သည် ကျပ် ၃၄,၀၀၀,၉၅၀၊ US$ ၂၉,၈၁၀.၃၀ နှင့် OCBC Bank ၌ ၂၇-၃-၂၀၁၄ နေ့တွင် Oil Tech Holdings (2014) PTE LTD. သည် US$ ၄၉၇,၆၁၁.၆၄ ရှိကြောင်း တင်ပြထားပါသည်။
- အဆိုပါလုပ်ငန်းသည် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်မှ ၁/၂၀၁၃ ဖြင့်ထုတ်ပြန်ထားသည့် စီးပွားရေးအမျိုးအစားတွင် ခွင့်မပြုသည့်လုပ်ငန်း၊ကန့်သတ်ချက်တစ်ရပ်ရပ်ကို လိုက်နာဆောင်ရွက်ရမည့် လုပ်ငန်းစာရင်းတို့တွင် မပါဝင်သဖြင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ ခွင့်ပြုနိုင်သော လုပ်ငန်းအမျိုးအစား ဖြစ်ပါသည်။
- နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဥပဒေပါ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာ ခွင့်များကို ခံစားခွင့်ပြုရန် လျှောက်ထားလာပါသည်။

၁ US$ လျှင် ၉၅၀ ကျပ်နှုန်းဖြင့် တွက်ချက်တင်ပြထားပါသည်။

ဖက်(စ်)၉၅-၆၇-၄၀၆၃၃၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အဆိုပြုချက် စိစစ်ရေးအဖွဲ့

တယ်လီဖုန်း-၀၆၇-၄၀၆၃၃၄၊ ၄၀၆၀၇၅
စာအမှတ်၊ရက-၁/န-၁၀၁၀/၂၀၁၄(၃၇၀၀)
ရက်စွဲ၊ ၂၀၁၄ခုနှစ်၊ ဧပြီလ ၃ ရက်

အဆိုပြုချက်စိစစ်ရေးအဖွဲ့သို့ တင်ပြမည့်အမှာစာ

အကြောင်းအရာ။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Oil Tech Oilfield Services (Myanmar) Limited တည်ထောင်၍ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ် ပစ္စည်းများ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းကိစ္စ

ရည် ညွှန်း ချက်။ Oil Tech Oilfield Services (Myanmar) Limited ၏(၁-၄-၂၀၁၄) ရက်စွဲပါစာ

၁။ စင်္ကာပူနိုင်ငံ Oil Tech Holdings (2014) PTE LTD. မှ ၈၀% နှင့် မြန်မာနိုင်ငံ Zillion Zest Co., Ltd. မှ ၂၀ % တို့သည် မြန်မာနိုင်ငံတွင် ဖက်စပ်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် Oil Tech Oilfield Services (Myanmar) Limited တည်ထောင်ပြီး မြေကွက်အမှတ်(၁၈၃)၊ မြေတိုင်းရပ်ကွက် အမှတ် စက်မှုဇုန် (၁)၊ မင်္ဂလာမင်းသားကြီးလမ်း၊ ဒဂုံဆိပ်ကမ်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး မြေ ၂.၇၄၀ ဧက (၁၁,၀၈၈.၄၀ စတုရန်းမီတာ)၌ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင် သို့ အဆိုပြုလွှာ တင်ပြလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ Oil Tech Oilfield Services (Myanmar) Limited မှ ရေနံတွင်းတူး ပိုက်နှင့် ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်း လုပ်ငန်းအား နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက်နှင့်စပ်လျဉ်း၍ အဖွဲ့ဝင်များနှင့် ဌာနများမှစိစစ်၍ လိုအပ်ချက်များ၊ ပြင်ဆင် ဖြည့်စွက်ရန်ကိစ္စများ၊ လုပ်ထုံး လုပ်နည်းများနှင့် မညီညွတ်သည့်ကိစ္စ များကို ဆွေးနွေးနိုင်ပါရန် တင်ပြအပ်ပါသည်။

၃/၄/၂၀၁၄

အဖွဲ့ခေါင်းဆောင်(ကိုယ်စား)
(စန်းစန်းမြင့်၊ ညွှန်ကြားရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ/ မျှောစာတွဲ

1/5/14 ~~29/4/14~~
O/C

ပြည်ထောင်စု မြန်မာနိုင်ငံတော်

နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ

ရင်းနှီးမြှုပ်နှံသူ၏ အဆိုပြုချက်

PROPOSAL OF THE INVESTOR

TO MAKE FOREIGN INVESTMENT

IN THE UNION OF MYANMAR

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OilTech (Myanmar) Limited

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Your Preferred Oilfield Services Partner

သို့
ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
နေပြည်တော်။

နေ့စွဲ ။ ။ ၂၀၁၄ ခုနှစ်၊ ဧပြီလ၊ (၂၉) ရက်။

အကြောင်းအရာ ။ ။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် OilTech (Myanmar) Limited တည်ထောင်၍ ရေနံတွင်းတူး ပိုက်နှင့်ဆက်စပ်ပစ္စည်းများ ပြုပြင်ခြင်း၊ ထုတ်လုပ်ခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်းကိစ္စ။

ရည်ညွှန်းချက် ။ ။ (၁) OilTech (Myanmar) Limited ၏ (၁-၄-၂၀၁၄) ရက်စွဲပါစာ။
(၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၁-၄-၂၀၁၄) ရက်စွဲပါစာ။
စာအမှတ် ၊ ရက-၁/န-၁၀၁၀/၂၀၁၄(၄၀၃၁)။

၁။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ကျွန်တော်တို့၏ OilTech (Myanmar) Limited သည် ရန်ကုန်တိုင်းဒေသကြီး၊ ဒဂုံဆိပ်ကမ်းမြို့နယ်၊ မက္ခရာမင်းသားကြီးလမ်း၊ မြေကွက် အမှတ် ၁၈၃ ရှိ ဧရိယာ(၂. ၇၄) ဧက ကျယ်ဝန်းသော မြေပေါ်တွင် နိုင်ငံတကာအဆင့်မှီ စက်ရုံတည်ထောင်ပြီး ရေနံတွင်းတူးပိုက်နှင့်ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်းနှင့် ပြုပြင်ပေးခြင်းလုပ်ငန်းများအတွက် ရည်ရွယ်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုမိန့်ကို လျှောက်ထားသော ကုမ္ပဏီဖြစ်ပါသည်။

၂။ အထက်အကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ (၃-၄-၂၀၁၄) ရက်နေ့တွင် ကျင်းပပြုလုပ်သည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ၁၅/၂၀၁၄ ကြိမ်မြောက်အစည်းအဝေးသို့ တင်ပြခဲ့ပါသည်။

၃။ အထက်ပါအစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ ပြန်လည်ဖြည့်စွက်ပြင်ဆင်ပြီး တင်ပြအပ်ပါသည်။

ရိုသေလေးစားစွာဖြင့်
လျှောက်ထားသူ

ဦးဇော်မင်းနိုင်
အဆိုပြုဒါရိုက်တာ
OilTech (Myanmar) Limited
မြေကွက် အမှတ် (၁၈၃)၊
မြေတိုင်းရပ်ကွက်အမှတ် စက်မှုဇုန် (၁)၊
မက္ခရာမင်းသားကြီးလမ်း၊ ဒဂုံဆိပ်ကမ်းမြို့နယ်၊

Date:

The Chairman
Myanmar Investment Commission
Nay Pyi Taw

Subject: **Application for issue of Permit**

Dear Sir,

1. In accordance with the Union of Myanmar Foreign Investment Law, which was enacted by the State Law and Order Restoration Council on 2nd November 2012, we, hereby apply for issue of Permit to OilTech (Myanmar) Limited under Section 12 of Foreign Investment Law and under Section 14 of Foreign Investment Rules.

2. OilTech (Myanmar) Limited is a joint venture company to be formed by OilTech Holdings (2014) Private Limited (registered number 201404864Z) and Zillion Zest Company Limited (registered number 4692) in accordance with the provisions of the Union of Myanmar Foreign Investment Law and Myanmar Companies Act.

3. In accordance with the following basic principles of the Union of Myanmar Foreign Investment Law, we put up this application on behalf of OilTech (Myanmar) Limited .

(a) supporting the main objectives of the economic development plan, business which cannot be affordable and which are financially and technolo-gically insufficiency by the Union and its citizen;

(b) development of employment opportunities;

(c) production of Import substituted goods;

(d) production of products which require mass investment;

(e) acquisition of high technology and development of manufacturing business by high technology;

(f) supporting the business of production and services involving large capital;

(g) bringing out of business which would save energy consumption;

(h) regional development;

(i) exploration and extraction of new energy and the emergence of renewable energy sources such as bio-basic new energy;

(j) development of modern industry;

(k) protection and conservation of environment;

(l) causing to support for enabling to exchange the information and technology;

(m) not affecting the sovereign power and the public security;

(n) intellectual enhancement of citizens;

(o) development of bank and banking in accordance with the international standards;

(p) emergence of the modern series required for the Union and citizens;

(q) causing to be sufficient the local consumption of the energy and resources of the Union in terms of short term and long term period;

4. We submit herewith the following documents which are required for the issue of Permit from the Myanmar Investment Commission.

(a) Proposal of the Promoter to make Foreign Investment in the Union of Myanmar.

(b) Reference for business and financial standing

(c) Lease Agreement

(d) Draft Memorandum of Association and Articles of Association of OilTech (Myanmar) Limited to be incorporated under the Laws of Myanmar.

5. We shall be most grateful if the Myanmar Investment Commission could kindly grant us the following exemptions or reliefs from Taxation.

(a) income tax exemption for a period of five consecutive years including the year of commencement on commercial scale to any business for the production of goods or services, moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) exemptions or reliefs from income tax on profits of the business if they are maintained for re-investment in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) right to deduct depreciation from the profit, after computing as the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) if the goods produced by any manufacturing business are exported, relief from income tax up to 50 percent on the profits accrued from the said export;

(e) right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union;

(f) right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(g) right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption or relief from income tax as contained in sub-section (a), for each business;

(h) exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(i) exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first five-year after the completion of construction of business;

(j) if the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in the business expanded as such;

(k) exemption or relief from commercial tax on the goods produced for export;

According to the Foreign Investment Rules of **Chapter XIV Exemptions and Reliefs, to** get the following facts:

Rule No. 96. Right to scrutinize and allow if necessary when the investor or promoter has applied the exemptions and reliefs under Rule 95. In scrutinizing as such, the required evidences and documents may be requested and scrutinized from the investor or promoter or relevant government department and organization or other relevant organization.

Rule No. 97. The commencement date of commercial operation of any manufacturing or service business is determined as follows:

(a) the date specified on the documents used in Bill of Lading or Airway Bill or similar documents used in international trade for the export of manufacturing business, such date shall not exceed 180 days from the date of completion of the construction period;

(b) the date of the income first-derived from the local sales of the manufacturing business, such date shall not exceed 90 days from the date of completion of the construction period;

(c) the date which commence of service business, such date shall not exceed 90 days from the date of completion of the construction period;

Rule No. 98. To apply the commencement date of commercial operation with **Report Form (11)** for their manufacturing or service business to the Commission in accord with Rule 97.

Rule No. 99. The Commission may, in allowing for enjoying tax exemptions and reliefs, after scrutinizing based on the application submitted by the promoter or investor, specify and allow the commencement date of commercial operation. Type and enjoying period of tax exemption or relief shall be specified when allowing for enjoying as such. Such permission shall be informed to the promoter or investor and to the relevant Government departments and organizations.

Rule No. 100. The Commission shall issue the necessary notification for the permission of tax exemption or rate of concession according to the type of investment business.

It is our sincere hope that the Commission will be able to give this matter favorable consideration at its earliest convenience.

Yours faithfully,

U Zaw Min Naing
Proposed Director
OilTech (Myanmar) Limited

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (1)

Proposal Form of Investor / Promoter for the investment to be made in the Republic of the Union of Myanmar

To

The Chairman
Myanmar Investment Commission

Reference No.
Date: May 3, 2014

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars-

1. The Investor's or Promoter's:-

(a) Name	U Zaw Min Naing
(b) Father's Name	U Toe Khin @ U Thein Naing
(c) National Registration Card No.	12/MaYaKa(N) 143284
(d) Citizenship	Myanmar
(e) Address:	No. 40/5, (109) Street, Mingalar Taung Nyunt Township, Yangon
(i)Address in Myanmar	No. 40/5, (109) Street, Mingalar Taung Nyunt Township, Yangon
(ii)Residence abroad	Nil
(f) Name of principal organization	Zillion Zest Company Limited.
(g) Type of business	All businesses
(h) Principle company's address:	Building-A, #09-02, Pearl Condo, Kabaraye Pagoda Road, Bahan Township, Yangon.

2. If the investment business is formed under Joint Venture, Partners'-,

(a) Name	Mr. Koh Ah Leh
(b) Father's Name	Mr. Kin Ah Leh
(c) ID No. / Passport No.	ID No. S0324970J
(d) Citizenship	Chinese
(e) Address :	Apt Blk 291A Compassvale Street # 13-290 Singapore 541291
(i)Address in Myanmar	Nil
(ii)Residence abroad	Apt Blk 291A Compassvale Street # 13-290 Singapore 541291

(a) Name	Ms. Chung Ngen Thai
(b) Father's Name	Mr. Khun Ngen Thai
(c) ID No. / Passport No.	ID No. S2622276A
(d) Citizenship	Chinese
(e) Address :	19 Meyappa Chettiar Road # 04-01 Singapore 356459
(i)Address in Myanmar	Nil
(ii)Residence abroad	19 Meyappa Chettiar Road # 04-01 Singapore 356459
(f) Parent Company	OilTech Holdings (2014) Private Limited
(g) Type of business	Investment, Consultancy Services and Trading of OCTG products
(h) Parent Company's address	100 Tras Street #16-01 100 AM Singapore 079027

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-

(a) Type of investment business — Oil Country Tubular Goods Production
ရေနံတွင်းတူးပိုက်နှင့်ဆက်စပ်ပစ္စည်းများ ထုတ်လုပ်ခြင်း

(b) Service business related with manufacturing

(c) Service

(d) Others...

Remark: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:- Oil Country Tubular Goods Production

(a) One Hundred Percent

(b) Joint Venture:

(1) Foreigner and citizen Foreigner 80%, Citizen 20%

(2) Foreigner and Government department /organization..

....

(c) By contractual basis:

(1) Foreigner and citizen

(2) Foreigner and Government department /organization..

....

Remark: The following information needs to attach for the above paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;

(ii)Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii)Contract (Agreement) (Draft)

5. Particulars relating to company incorporation

(a) Authorized Capital	USD 5,000,000,000 (USD Five Thousand Million, only)
(b) Type of shares	Ordinary shares
(c) Number of shares	5,000,000,000 shares of US$1 each

Remark: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to capital of the investment business

		Equivalent USD	**Kyat**
(a) Amount / percentage of local capital to be contributed		473,862	450,168,900
(b) Amount / percentage of foreign capital to be brought in		1,895,448	1,800,675,600
(c)	Total	2,369,310	2,250,844,500

(d) Annually or period of proposed capital to be brought in

....

(d) Last date of capital brought in	Within 18 (Eighteen) month from the date of incorporation
(e) Proposed duration of investment	first 20 years, will extend 10 years
(f) Commencement of construction	Within (3-6 months) after received the MIC Permit
(g) Construction period	Within 12 (Twelve) months

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in-

	Foreign Currency	Equivalent Kyat (1 USD @ 950 Kyat)
(a) Foreign currency (type and amount)	124,000	117,800,000
(b) Machinery and equipment and value (Annexure - 2) (To be Imported)	1,147,000	1,089,650,000
(c) List of initial raw materials and value (Annexure - 3) (To be Imported)	182,250	173,137,500
(d) Cost of construction, set up and renovation (Annexure - 4)	370,198	351,688,100
(e) Land Rental (See in Lease Agreement)	72,000	68,400,000
(f) Land use premium		
(g) Value of licence, intellectual property industrial design, trade mark, patent rights, etc.		
(h) Value of technical know-how		
(i) Others	....	....
Total	1,895,448	1,800,675,600

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Details of local capital to be contributed-

	Equivalent USD	Kyat
(a) Amount		
(b) Value of machinery and equipment (Annexure - 2) (Local)	177,000	168,150,000
(c) Rental rate for building / land		
(d) Cost of construction (Annexure - 4)	276,862	263,018,900
(e) Value of furniture and assets		
(f) Value of initial raw materials (Annexure - 3) (Local)	20,000	19,000,000
(g) Others	....	....
Total	473,862	450,168,900

9. Particulars about the investment business –

(a) Investment location(s)/place	Yangon Division, Dagon Seikkan Township.
(b) Type and area requirement for land or building	
(i) Location	Plot No.183, Maka Yar Min Thar Gyi Road, Industrial Zone (1), Dagon Seikkan Township, Yangon Division
(ii) Number of land/building and area :	2.74 acre
(iii) Owner of the land	U Ye Htoo Aung
(aa) Name / company / department	NIL
(bb) National Registration Card No.	11/ Sa Ta Na (Naing) 006452
(cc) Address	No.56-C, Kabaaye Pagoda Road, (7) Ward, Yangon Division
(iv) Type of land	....
(v) Period of land lease contract	first (20) years, will extend (10) years
(vi) Lease period	From (2014 to 2044) year
(vii) Lease rate	USD 72,000 per year
(aa) Land	....
(bb) Building	....
(viii) Ward	
(ix) Township	Dagon Seikkan Township
(x) State / Region	Yangon
(xi) Lessee	U Aung Thu
(aa) Name / Name of Company / Department	Zillion Zest Company Limited
(bb) Father's Name	U San Yi
(cc) Citizenship	Myanmar
(dd) ID No. / Passport No. / NRC No.	12/Ba Ha Na (N) 016146
(ee) Residence Address	No.21, Kabar Aye Pagoda Road, Shwe Taung Gya (2) Ward, Bahan Tsp, Yangon

Remark: The following particulars have to enclosed for above Para 9(b):-

(i)To enclose Land map, land ownership and ownership evidences:

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the Land is related to the State:

(c) Requirement of building to be constructed;	
(i) Type / number of building	one building
(ii) Area	Length 200 feet, Width 100 feet, Height 30 feet

(d) Product to be produced / service

(i) Name of product — Nil

(ii) Estimate amount to be produced annually — Nil

(iii) Type of service — Nil

(iv) Estimate value of service annually — Nil

Remark : Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials / raw materials

Remark : According to the above para 9 (e) detail list of products in terms of type of products, quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system

(g) Technology

(h) System of Sales — Local Sales

(i) Annual fuel requirement (to prescribe type and quantity) — 17105.15 Gallons

(j) Annual electricity requirement — 315 KVA per year (estimated)

(k) Annual water requirement (to prescribe daily requirement, if any) — 52792.61 Gallons

10. Detail information about financial standing –

(a) Name / company's name — OilTech Holdings (2014) Private Limited

(b) ID No. / National Registration Card No. / Passport No. — Company No. 201404864Z

(c) Bank Account No. — OCBC Bank Account No. 503202673301

Remark : To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity :-

(a) Local personnel — (22) number (88)% (to see Annexure - 5)

(b) Foreign experts and technicians — (3) number (12)% (to see Annexure - 5)

(Engineers, QC, Buyers, Managements, etc. based on the nature of business and required period)

Remark : As per para 11the following information shall be enclosed:-

(1) Number of personnel, occupation, salary, etc;

(2) Social security and welfare arrangements for personnel;

(3) Family accompany with foreign employee;

12. Particulars relating to economic justification-

		Foreign Currency (USD)	Equivalent Estimated Kyat (1 USD @ 950Kyat)
(a)	Annual income (Annexure 7)	1,211,000	1,150,450,000
(b)	Annual expenditure (Annexure 7)	701,360	666,292,000
(c)	Annual net profit (Annexure 7)	509,640	484,158,000
(d)	Yearly investments (Form 1, No.6)	2,369,310	2,250,844,500
(e)	Recoupment period (Annexure 9)	(3) Years and (7) Months	
(f)	Other benefits (for enclose detail calculations)	....	....

13. Evaluation of environmental impact:-

(a) Organization for evaluation of environmental assessment;

(b) Duration of the evaluation for environmental assessment;

(c) Compensation programme for environmental damages;

(d) Water purification system and waste water treatment system;

(e) Waste management system;

(f) System for storage of chemicals;

14. Evaluation on social impact assessments;

(a) Organization for evaluation of social impact assessment;

(b) Duration of the evaluation for social impact assessment;

(c) Corporate social responsibility programme;

Signature

Name U Zaw Min Naing

Designation Proposed Director

OilTech (Myanmar) Limited

LIST OF ANNEXURES

TO

THE RPOPOSAL FORM (1)

SUBMITTED BY THE PROMOTER

Annexure -1	List of Executives of the Joint Venture Company
Annexure -2	List of Machinery and Equipment
Annexure -3	List of Raw Materials
Annexure -4	Construction and Renovation Cost
Annexure -5	List of Local personnel Required, Foreign Experts
Annexure -6	Project Profile
Annexure -7	Projected Profit & Loss Statement
Annexure -8	IRR
Annexure -9	Recoupment Period

Annexure-1

LIST OF EXECUTIVES

Sr. No.	Name and Address	Citizenship	NRC / PP No.	Position	Share %
1	2	3	4		5
1	**OILTECH HOLDINGS (2014) PTE LTD.** (INCORPORATED IN THE REPUBLIC OF SINGAPORE) REPRESENTED BY:	COMPANY	COMPANY NO. 201404864Z		80%
	MR.KOH AH LEH APT BLK 291A COMPASSVALE STREET # 13-290 SINGAPORE 541291	CHINESE	IDC No. S0324970J	Director	1 share
	MS.CHUNG NGEN THAI 19 MEYAPPA CHETTIAR ROAD #04-01 SINGAPORE 356459	CHINESE	IDC No. S2622276A	Director	1 share
2	**ZILLION ZEST CO., LTD** (INCORPORATED IN THE UNION OF THE REPUBLIC OF MYANMAR) REPRESENTED BY:	COMPANY	COMPANY NO. 4692/2012-2013 (4.2.2013)		20%
	U ZAW MIN NAING NO.40, 5TH FLOOR, (109) STREET, MINGALAR TAUNG NYUNT WARD, MINGALAR TAUNG NYUNT TOWNSHIP, YANGON DIVISION.	MYANMAR	12/MA YA KA (NAING)143284	Managing Director	1 share

OilTech (Myanmar) Ltd

Machinery & Equipment (Import)

Annexure - 2

Machine Shop

No.	Item	Qyt	Unit	(US$.000)	Sources	
1	Manual Lathe 14" Bore	1	set	120.00	Import	FX-4060S, JAPAN.
2	CNC 6" Bore	1	set	200.00	Import	MAZAK, M5/1500 FANUC 6TB
3	Small Manual Lathe 4" Bore	1	set	20.00	Import	UNIVERSAL LATHE,CY6250B
4	Bucking Unit c/w load station , full jaw sets	1	set	180.00	Import	MDL-160/6 TL
5	Swaging Machine	1	set	50.00	Import	JME/SW-60
6	Blasting Unit	1	set	5.00	Import	INEX 3048R
7	Phosphating Tank	1	set	5.00	Import	STES TO CUSTOM MAKE
8	Pipe Rack , Load Station	4	set	100.00	Import	SETS OF BRANDT HANDLING
9	Power Saw Cut Machine c/w load station	1	set	15.00	Import	AMADA HA-400
10	Profile Projector	1	set	10.00	Import	Profile Projector V-12B
11	Manual Milling machine	1	set	20.00	Import	Bridgeport Mill Series I
12	Pressure Test Unit	1	Package	70.00	Import	Package to custom order
13	Gages sets	1	Package	74.00	Import	**Sets (Attach details 1)**
14	Tool Holder set	1	Package	12.00	Import	**Package (Attach details 2)**
15	QC equipments	1	Package	38.00	Import	**Package (Attach details 3)**
	Machine Shop Total Cost			919.00		
Fabrication Shop						
No.	Item	Qyt		(US$.000)		
1	Fabrication Machine	1	set	15.00	Import	
2	Container for Blasting , Painting	1	set	7.00	Import	
	Fabrication Shop Total Cost			22.00		
Sharing Facility						
No	Item	Qyt		(US$.000)		
1	Forklift with Lifting boom 5.ton	1	Ea	57.00	Import	
2	Forklift with Lifting boom 8.ton	1	Ea	85.00	Import	
3	Over Head cranes (5-Tons- 3 Set)	3	set	21.00	Import	Custom make at Thailand
4	Air Compressor with Tank	1	set	7.00	Import	
5	3 phase UPS (Separate Programing Machine	1	set	10.00	Import	
6	Generator 150 KVA	1	set	26.00	Import	
	Sharing Facility Cost			206.00		

Machinery & equipment Total (US$'000) **1147.00**

Machinery & Equipment (Local)

Machine Shop

No.	Item	Qyt	Unit	(US$.000)	Sources	
1	Others	1	Package	30.00	Local	
	Machine Shop Total Cost			30.00		
Fabrication Shop						
No.	Item	Qyt		(US$.000)		
1	supporting rail , track to move work piece	1	Package	7.00	Local	
2	Other hand tools	1	Package	5.00	Local	
	Fabrication Shop Total Cost			12.00		
Sharing Facility						
No	Item	Qyt		(US$.000)		
1	Light Truck .2 Tons	2	Ea	40.00	Local	
2	Electrical System	1	Package	65.00	Local	
3	Computer , office equipments , furnitures	1	Package	15.00	Local	
4	Other equipments	1	Package	15.00	Local	
	Sharing Facility Cost			135.00		

Machinery & equipment Total (US$'000) 177.00

Raw Material (Import)

Annexure - 3

No	Item	Qyt		(US$.000)		
1	Machining Inserts	1	Package	101.75	Import	**(Attach details 4)**
2	Raw Material	1	Package	68.00	Import	**(Attach details 5)**
3	Thread Compound, Grease etc.	1	Package	12.50	Import	**(Attach details 6)**
	Raw Material Total (US$'000)			**182.25**		

Raw Material (Local)

No	Item	Qyt		(US$.000)		
1	Stationary	1	Package	5.00	Local	
2	Other production consumable	1	Package	15.00	Local	
	Raw Material Total (US$'000)			**20.00**		

Construction Cost (Local)

Annexure - 4

No	Item	Qyt		(US$.000)		
1	2 stories Building (55x50) PAE 20000.(21.05 $)			173.66	Local	
2	Reinforced Concrete Slab (74822 sq-ft x 6.18 $)			462.40	Local	
3	QC room and facilities	1	Sets	11.00	Local	**(Attach details 7)**
	Construction Cost Total (US$'000)			**647.06**		

Gages Sets **Attach (1)**

Gauge API (Plug and Ring)	Ring & Plug		MRP Gauge Set (P/B)	
	Supplier		Supplier	
	Danco			
	Price	Leadtime	Price	Leadtime
NC-38 (3-1/2" IF)	3,700	4 Month	3,700	4 Month
NC-50 (4-1/2" IF)	4,300	4 Month	4,300	4 Month
5-1/2" FH	4,500	4 Month	4,500	4 Month
6-5/8" Reg	5,400	4 Month	5,400	4 Month
7-5/8" Reg		4 Month		4 Month
2-7/8" EUE	2,000	4 Month	2,000	4 Month
3-1/2" EUE	2,200	4 Month	2,200	4 Month
4-1/2" BTC	3,000	4 Month	2200	4 Month
7" BTC	3,600	4 Month	2400	4 Month
[illegible]-5/8" BTC	5,100	4 Month	2600	4 Month
13-3/8" BTC	7,900	4 Month	2800	4 Month
Total	41,700	USD	32,100	USD
Total for API Plug and Ring			**74**	**000 US$**

Tool Holder Set

Attach (2)

No.	CATALOG/GRADE	Qty	Unit Price	Amount (US$)
1	3.76055R032V/1191130/HTS ADJUSTABLE HEAD DIAMETER=55-58MM	1	655	655
2	3.76063R040V/1245746/HTS ADJUSTABLE HEAD DIAMETER=63-68MM	1	655	655
3	3.76073R040V 1191132/HTS ADJUSTABLE HEAD DIAMETER=73-78MM	2	655	1310
4	5.34050-032350 1129376/HTS BASIC SHANK DIAMETER=50/32 L=360MM	1	612	612
5	192.420 1134279/DRIVING RING 32 16	6	50	298
6	192.156 1133229/TAPERED SET SCREWM8X1X10.4-45H	10	10	101
7	5.34050-040450 1129378/HTS BASIC SHANK DIAMETER=50/40 L=462MM	2	712	1425
8	192.421 1134298/DRIVING RING 40 22	6	63	377
9	192.157 1133236/TAPERED SET SCREW M10X1X14.5-45H	10	10	101
10	5.34132R032200 1134523/HTS EXTENSION DIAMETER=32/32 L=210MM	4	402	1609
11	5.34140R040200 1134530/HTS EXTENSION DIAMETER=40/40 L=212MM	4	485	1941
12	192.420 1134279/DRIVING RING 32 16	10	50	496
13	192.421 1134298/DRIVING RING 40 22	10	63	628
14	B510S08000 A30 1131036/HTS PILOT DRILL 118° 8	2	49	99
15	B510S10000 AS3 1131119/HTS PILOT DRILL 118° 10 COATED	2	126	252
16	B510S15000 AS3 1131128/HTS PILOT DRILL 118 DEGREE 15 COATED	2	128	256
17	3.77000R039V 1191141/2035319ER CARTRIDGE 55- 58	1	172	172
18	3.77000R038V 1191140/HTS INNER CARTRIDGE 55-58	1	172	172
19	3.77000R024V 1191135/HTS OUTER CARTRIDGE 58-63 / 63-68 mm	1	172	172
20	3.77000R025V 1191136/HTS INNER CARTRIDGE 63-68	1	172	172
21	3.77000R027V 1191138/HTS OUTER CARTRIDGE 68-73 73- 78	1	172	172
22	3.77000R026V 1191137/HTS INNER CARTRIDGE 68-73 73-78	1	172	172
	Total for Tool Holder Set ('000 US$)			12

Attach (3)

QC equipments /Gague Measurement

Lead Gauge

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco					1,900
Model	LG-5003	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	2	950	2 Month				

Lead Gauge setting Standard

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				API Round Thread , 8 & 10 TPI , 3/4" TPF	300
Model	LS-1001	Price / Ea	Leadtime	Price / Ea	Leadtime	For EUE thread	
Rquired the quantity	1	300	2 Month				
Gauge Description		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco				API Buttress internal & External , 5 TPI , 3/4" TPF	350
Model	LS-1005	Price / Ea	Leadtime	Price / Ea	Leadtime	For 4-1/2" BTC to 13-3/8" BTC	
Rquired the quantity	1	350	2 Month				
Gauge Description		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco				API Rotary Shouder Thread , 4 TPI , 2" TPF	350
Model	LS-1007	Price / Ea	Leadtime	Price / Ea	Leadtime	For 2-3/8" to 5-1/2" IF	
Rquired the quantity	1	350	2 Month			6-5/8" Reg 4" to 6-5/8" FH	
Gauge Description		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco				API Rotary Shouder Thread , 5 TPI , 3" TPF	350
Model	LS-1009	Price / Ea	Leadtime	Price / Ea	Leadtime	For 2-3/8" to 4-1/2" Reg	
Rquired the quantity	1	350	2 Month				

Internal Taper Gauge

Gauge Description	Supllier	Any Detail / Comment	

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				Range 1-1/2" to 9" Diameter	2,800
Model	IT-6000-07	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	2	1,400	2 Month				
Gauge Description		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco				Range 5" to 13-3/8" Diameter * need to purchase Extension rod for cover 9-5/8"	700
Model	IT-6C01	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	700	2 Month				

External Taper Gauge

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				Range 0" - 10"	800
Model	ET-7002	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	800	2 Month				
Gauge Description		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco				Range 0" - 16"	900
Model	ET-7004	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	900	2 Month				

MRP Gauge

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				Range 1-1/2" - 4-1/2"	1,700
Model	MRP-1000	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	1,700	2 Month				
Gauge Description		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco				External Range 2-3/8" - 20"	1,900
Model	MRP-2001	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	1,900	2 Month				
Gauge Description		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco				Internal & External Range 2-3/8" - 20" *Need to Purchase MRP Cross Rail to Meet 13-3/8" Size	2,200
Model	MRP-2002	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	2,200	2 Month				

Seal Gauge

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				Range from 0" tp 9-3/4"	1,700
Model	PN-3002	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	1,700					

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				Range from 0" tp 5-1/2"	1,600
Model	PN-3001	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	1,600					

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				Range from 0" tp 9-3/4" 30 Degree External diameter gauge	2,990
Model	PNA-3002 VMA	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	2990					

Thread Profile

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				3/4" TPF , 8TPI , 8 Round (For EUE)	120
Model	TP-RTC-8R	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	120	2 Month				

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				3/4" TPF , 5TPI , (4-1/2" to 13-3/8" BTC) Internal	120
Model	TP-5BTC75-INT	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	120	2 Month				

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				3/4" TPF , 5TPI , (4-1/2" to 13-3/8" BTC) External	120
Model	TP-5BTC75-EXT	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	120	2 Month				

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				2" TPF , 4TPI , (For 6-5/8" Reg and 5-1/2" FH)	120
Model	TP-542-JSS	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	120	2 Month				

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				2" TPF , 4TPI , (For 2-3/8" IF to 6-5/8" IF)	120
Model	TP-23-50-JSS	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	120	2 Month				

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				3" TPF , 5TPI , (For 2-3/8" IF to 4-1/2" Reg)	120
Model	TP-453-JSS	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	120	2 Month				

Pit Depth Gauge

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco					600
Model	PD-3004	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	2	300	2 Month				

Thread Height Gauge

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				0-100, 8-Round (T501).	470
Model	TH-3001R	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	470					

Depth Gauge

Gauge Description		Supllier				Any Detail / Comment	
Brand	Mitutoyo	From Price list Mitutoyo 2012				Digital (Metric / Inch) Range 0" - 12"	1,590
Model	571-263-10	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	3	530					

Rectangular Gauge Block set

Gauge Description		Supllier				Any Detail / Comment	
Brand	Mitutoyo	From Price list Mitutoyo 2012					2,000
Model	516-902-16	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	2,000					
Unit : Inch / (81 Pcs per Box set)							

Vernier Caliper

Gauge Description		Supllier				Any Detail / Comment	
Brand	Mitutoyo	From Price list Mitutoyo 2012				Digital 0 - 12"	612
Model	500-167	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	612					

Gauge Description		Supllier				Any Detail / Comment	
Brand	Mitutoyo	From Price list Mitutoyo 2012				Dial Caliper 0 - 12" QC 1 Ea , Machinist for 3 Ea, Stock 1 Ea	1,500
Model	505-677	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	5	300					

Gauge Description		Supllier				Any Detail / Comment	
Brand	Mitutoyo	From Price list Mitutoyo 2012				Scale 0 - 17" (For 13-3/8" BTC)	450
Model	160-130	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	1	450					

Run Out Thread

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco					1,120
Model	BR-2001	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	2	560					

Dial Indicatior

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				0.0005" Resolution	600
Model	830582	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	3	200					

Gauge Description		Supllier				Any Detail / Comment	
Brand	Gauge Maker	Danco				0.001" Resolution	600
Model	830584	Price / Ea	Leadtime	Price / Ea	Leadtime		
Rquired the quantity	3	200					

Ball Point Require quotation	Supllier	Any Detail / Comment	

Brand	Gauge Maker	Danco					
Model		Price / Ea	Leadtime	Price / Ea	Leadtime		
T144	6	50					300
T115	6	50					300
T096	6	50					300
T090	6	50					300
T072	6	65					390
T062	6	65					390
T057	6	65					390
T050	6	65					390
T200	6	55					330
PA45	4	60					240
T105T	4	80					320
T062T	4	80					320
T072T	4	80					320

Pin Standoff Plate		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco					
Model		Price / Ea	Leadtime	Price / Ea	Leadtime	Thickness	
PN-3000/T0.0787"	2	400				2MM	800
PN-3000/T3.149"	2	360				8MM	720
PN-3000/T0.1181"	2	200				3MM	400

Accessories		**Supllier**				**Any Detail / Comment**	
Brand	Gauge Maker	Danco					
Model		Price / Ea	Leadtime	Price / Ea	Leadtime		
MRP-RAIL-18"	2	200					400
MRP-RAIL-12"	4	150					600

Total Cost '000 US$

Machining Inserts

Attach (4)

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Material Request Form

Vender: JFE

Date:

Fox

Part No.	SAP No.	Description		QTY Request	Note US$	
169	20000084	TPMC 54 STF 756P EXT SSCI172T	3-1/2" Fox Pin	20	60	1200
198	20000088	TPMC 43 STF 758P EXT SSCI172T	2-7/8" Fox Pin	20	60	1200
251	20000081	TPMC 54 STF 755P EXT SSCI172T	4-1/2" -13-3/8" Fox Pin	20	60	1200
287	20000087	TPMC 43 STF 758P INT SSCI172T	2-7/8" Fox Box	20	60	1200
288	20000083	TPMC 54 STF 756P INT SSCI172T	3-1/2" Fox Box	20	60	1200
294	20000080	TPMC 54 STF 755P INT SSCI172T	4-1/2"-13-3/8" Fox Box	20	60	1200

Bear

Part No.	SAP No.	Description		QTY Request	Note	
273	20000363	TPMC 54 KSB 6P EXT SCI172T	3-1/2" Bear Pin	20	60	1200
276	-	TPMC 54 KSB 6P INT SCI172T	3-1/2" Bear Box	20	60	1200
279	-	TPMC 43 KSB 8P EXT SCI172T	2-7/8" Bear Pin	20	60	1200
280	-	TPMC 43 KSB 8P INT SCI172T	2-7/8" Bear Box	20	60	1200
531	-	TPMC 54 KSB 5P EXT SCI172T	4-1/2" Bear Pin	20	60	1200
552	-	TPMC 54 KSB 5P INT SCI172T	4-1/2" Bear Box	20	60	1200

Total for JFE insert '000 US$ 14.4

OilTech
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Material Request Form

Grandprideco   Date: ____________

XT-39

Part No.	SAP No.	Description		QTY Request	Note	
118	20000353	TDD 7901	XT-39 Pin	30	60	1800
119	20000354	TDD 7902	XT-39 Box	30	60	1800

XTF-39

Part No.	SAP No.	Description		QTY Request	Note	
154	20000355	TDD 7955	XTF-39 Pin	30	60	1800
155	20000356	TDD 7956	XTF-39 Box	30	60	1800

TT-390

Part No.	SAP No.	Description		QTY Request	Note	
291	20105497	TDD 8111	TT-390 Pin	30	60	1800
292	20105498	TDD 8113	TT-390 Box	30	60	1800

Total for Grand Insert '000 US$ 10.8

25.2

Material Request Form

OilTech

Your Preferred Oilfield Services Partner

Vender: TPCO PAN ASIA

Date:

Part No.	SAP No.	Description		QTY Request	Remain	Note	
532	-	TPAE8L1-3	2-7/8" TPCQ Pin	20		45	900
533	-	TPAI8L1-1	2-7/8" TPCQ Box	20		45	900
534	-	TPBE6L1-3	3-1/2"-4-1/2" TPCQ Pin	20		45	900
535	-	TBI5L1-2	7" TPCQ Box	20		45	900
536	-	TPBI6L1-1	3-1/2"-4-1/2"TPCQ Box	20		45	900

Total Insert for TPCO '000 US$ 4.5

29.7

Material Request Form

OilTech
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Vender: SECO

Date:

Insert

Part No.	SAP No.	Description		QTY Request	Remain	Note	
284	20100627	27 ER 4API386 CP500	2-7/8" -4-1/2" IF PIN	10		25	250
285	20100628	27 NR 4API386 CP500	2-7/8" -4-1/2" IF Box	10		25	250
290	20105306	22ER5BUT2.5 CP500	BTC Pin	10		25	250

Finish OD&ID, Seal,Anvil

Part No.	SAP No.	Description		QTY	Remain	Note	
000	-	NX22-0		10		25	250
038	20000465	VNMG160404-MF2 TP2500		10		25	250
039	20000133	VNMG160408-MF2, TP2500		10		25	250
045	20000053	SNMG 190612-M5 TP2500		10		25	250
062	20000054	CNMG120408-M5,TP2500		10		25	250
085	20000488	RPHT1204MOT-M08, MS2500		10		25	250
089	-	IVSN 324		10		25	250
149	20000057	CNMG190608-M5, TP2500		10		25	250
150	20000347	CNMG190612-M5, TP2500		10		25	250
151	-	111.19-621		10		25	250
		Total Cost for SECO insert '000 US$					3.25
							32.95

19

Material Request Form

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Vender: SECO

Date:

Finish OD&ID, Seal,Anvil

Part No.	SAP No.	Description	QTY Request	Note	
[redacted]	20000499	CCMT09T308-F1 TP2500	10	25	250
[redacted]	-	PCN120308	10	25	250
184	-	CNMG 160608-M5, TP2500	10	25	250
[redacted]	-	CSN120412	10	25	250
[redacted]	20105534	TNMG 160408-MF3,TP200	10	25	250
[redacted]	-	NX 22-1 / 7402503	10	25	250
[redacted]	-	CSN160412 / CSN-533	10	25	250
[redacted]	-	VX27-0	10	25	250
[redacted]	-	VX27-1	10	25	250

Screw

Part No.	SAP No.	Description	QTY Request	Note	
091	-	C03510-T15P	10	75	750
092	-	MN-0909L	10	75	750
093	-	LD-6021	10	75	750
094	-	CA3510	10	75	750
096	-	CLI 30 No.10T02	10	75	750
098	-	XNS 510	10	75	750
101	-	C03507- T10P	10	75	750

Total Insert for SECO pges 2 US$ '000 7.5

40.45

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Material Request Form

Vender: SECO

Date:

Screw

Part No.	SAP No.	Description	QTY Request	Note	
131	-	C03512	20	35	700
165	-	E100	20	35	700
166	-	RP6757	20	35	700
185	-	LD 6026-T09P	10	35	350
191	-	MC20	10	35	350
192	-	MN1215R-T15P	20	35	700
193	-	LD6020-T15P	10	35	350
272	-	CSP22-T15P	10	35	350
289	-	MC22	10	35	350
307	-	MC21	10	35	350
312	-	CS4009-T15P	20	35	700
316	-	MN1925-T25P	20	35	700
501	-	L86025-T20P	20	35	700
502	-	LD5020-T09P	20	35	700
503	-	L85020-T15P	20	35	700
504	-	C03510-15P	20	35	700
506	-	MN1520-T20P	20	35	700
507	-	MC12	10	35	350
508	-	CSC8015-T20P	20	35	700

10.85

51.3

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Material Request Form

Vender: SECO

Date: ____________

Part No.	SAP No.	Description	QTY Request	Note	
509	-	S7616	20	50	1000
512	-	LD8030-T25P	20	50	1000
513	-	CHD22	10	50	500
514	-	MC06	10	50	500
515	-	LD6024-T20P	20	50	1000
521	-	NL68	20	50	1000
523	-	CH D27	10	50	500
524	-	CO5012-T15P	20	50	1000
525	-	L86025-T20P	20	50	1000
537	-	CS1016	20	50	1000
543	-	CS5008-T09P	20	50	1000

Wrench

Part No.	SAP No.	Description	QTY	Note	
505	-	T25P-7	20	50	1000
522	-	TP20P-7L	20	50	1000
528	-	T15P-2	20	50	1000
547	-	T09P-2	20	50	1000

13.5
64.8

OilTech
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Material Request Form

Vender: VAL Tool

Date: ____________

Insert

Part No.	SAP No.	Description		QTY Request	Note
[redacted]	20000378	TNEG 54 AOH 154		10	40
003	20000011	TNEGX 54F V2534	5-1/2"-7" Reg Sperry	10	40
004	20000010	TNEGX 54F V2524	6-5/8" Reg Sperry	10	40
005	20000012	TNEGX 54F V2035 VN8	2-3/8"- 4-1/2" Reg Sperry	10	40
007	20000022	TNEC43-8RDEN	2-7/8"-5-1/2" EUE Pin by Box	10	40
[redacted]	20000037	TNEC-54-BUCA-755 I	4-1/2"- 13-3/8" BTC Box	10	40
[redacted]	20000038	TNEC-54-BUCA-755 E	4-1/2"- 13-3/8" BTC Pin	10	40
[redacted]	20000453	C24440 VC907	1-1/4" Rts-8 Box	10	40
[redacted]	20000454	C24441 VC907	1-1/4" Rts-8 Pin	10	40
020	20000027	TNMC 54 NT 3P	Acme 3-TPI (2" WECO)	10	40
021	20000029	TNMC 43 NT 4P	Acme 4-TPI (3" WECO)	10	40
022	20000030	TNMC 43 NT 5P	Acme 5-TPI	10	40
023	20000028	TNMC 43 NT 6P 5715	Acme 6-TPI	10	40
030	20000002	TNMC 43NGL W.093 VN8	093 Wide F/4-1/2" - 6" Washpipe	10	40
031	20000005	TNMC 43NGL W.135 VN9	135 Wide F/8- 9-5/8" Washpipe	10	40
032	20000461	TNMC 43 NGC W125	Cut Groove 125 Wide	10	40
033	20000001	TNMC 43 NG W187	Cut Groove.187 Wide	10	40
041	20000467	DNMG 150408E-M :6615	Rough & finish OD, ID and Seal	10	40
042	20000468	DNMG542 MS VP1510	Rough & finish OD, ID and Seal	10	40

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400
400
400
400
400
400
400
7.6
72.4

OilTech
Your Preferred Oilfield Services Partner

Material Request Form

Vender: VAL Tool

Insert

Part No.	SAP No.	Description		Qty Request	Note	
[redacted]	20000482	SD-332P V1N		10	40	400
081	20000487	TNMC 43 NV012RVN5		10	40	400
103	20000491	TNEC 43 10RD EN VN8		10	40	400
[redacted]	20000492	VIMC 4 SV 231		10	40	400
106	20000094	TNEC 54 VAM 756E	4-1/2" VAM Pin	10	40	400
107	20000093	TNEC 54 NVAM-756I	3-1/2"-4-1/2" NV Box	10	40	400
108	20000094	TNEC 54 VNV-756E	3-1/2"-4-1/2" NV Pin	10	40	400
112	20000494	TNEC 43 NVAM 758E	2-7/8" NV PIN	10	40	400
116	2000009C	TNEC 54 NVAM 755I	5"-16" NV Box	10	40	400
117	20000381	TNMC 54 NG W.250 6P50		10	40	400
130	20000497	C-22031MT EXT	AMMT Pin	10	40	400
139	20000498	VNMG442 M5	Turning Insert (Flang)	10	40	400
231	20000505	TPMC 43 NVAM 758 EXT	2-7/8" New Vam Pin	10	40	400
537	-	TNMA 54TE 2765-06 EXT	4-1/2"-7" SL-APEX Pin	10	40	400

Shim

Part No.	SAP No.	Description		Qty Request	Note	
064	-	SSN-64C		10	40	400
065	-	SCN-64		10	40	400
066	-	SCN-64M		10	40	400

6.8
79.2

OilTech

Material Request Form

10

Vender: Kennametal **Date:** ________

Screw

Part No.	SAP No.	Description	QTY Request	Note	
[redacted]		CM72LP	10	15	150
		S2112	10	15	150
		25 IP	10	15	150

WRENCH

Part No.	SAP No.	Description	QTY	Note	
542	-	170.028 Tx 8 (DT8 Tx 8)	10	15	150
548	-	TT-20	10	15	150

0.75
84.75

OilTech
Your Preferred Oilfield Services Partner

Material Request Form

Vender: VAL Tool

Date: ______

Screw

Part No.	SAP No.	Description	QTY Request	Note	
		STC6	10	40	400
		SD-2	10	40	400
		TC-190	10	40	400
		SD-3	10	40	400
		TC-250	10	40	400
		STC11	10	40	400
		STC5	10	40	400
		IDSN-433	10	40	400
		NL-46	10	40	400
		CL-12	10	40	400
		XNS-59	10	40	400
		S46	10	40	400

4.8
84

OilTech
Your Preferred Oilfield Services Partner

Material Request Form

Vender: ASSESS

Date: ________

Part No.	SAP No.	Description		QTY Request	Note	
171	20000113	TPMC 54 AMS 6P EXT	3-1/2" AMS Pin	20	50	1000
172	20000166	TPMC 43 AMS 8 P EXT	2-7/8" AMS Pin	20	50	1000
215	20000091	TPMC 43 VAM FJL 6P EXT	9-5/8" VAM FJL Pin	20	50	1000
216	20000092	TPMC 43 VAM FJL 6P INT	9-5/8" VAM FJL Box	20	50	1000
217	20000066	TPMC 43 8P VAM TOP 8P EXT	2-7/8" VAM TOP Pin	20	50	1000
230	20000493	TPMC 54 NVAM 756P EXT	3-1/2" NVEM Pin	20	50	1000
232	20000110	TPMC 55 AMS 4P EXT	7" AMS Pin	20	50	1000
247	20000293	L54 TM4-39 EXT	TM4 Pin	20	50	1000
248	20000292	L54 TM4-39 INT	TM4 Box	20	50	1000
249	20000155	TPMC 54 VAM TOP 6P EXT	3-1/2" -4-1/2" VAM TOP Pin	20	50	1000
282	20100529	TPMC 43 WSP-IT 8P INT	2-7/8"-3-1/2" WSP-1T Box	20	50	1000
283	20100532	TPMC 43 WSP-IT 8P EXT	2-7/8"-3-1/2" WSP-1T Pin	20	50	1000
286	20000123	TPMC 54 VAM TOP 5P EXT	7" VAM TOP Pin	20	50	1000
318	-	TPMC 54 VAM TOP 5P INT	7" VAM TOP Box	20	50	1000
319	-	TPMC 54 VAM TOP 6P INT	3-1/2"-4-1/2" VAM TOP Box	20	50	1000

15
99.75

OilTech
Your Preferred Oilfield Services Partner

Material Request Form

Vender: Hunting

Date:

Part No.	SAP No.	Description		QTY Request	Note	
261	20000506	TO-0892-01 EXT AT 220	2-7/8" SL-APEX	10	100	1000
270	20000507	TNMA 54-5P EXT	4-1/2"-13-3/8" SL-HC Pin	10	100	1000

Machining Inserts Total (US$'000) 2

101.75

Attach (5)

Raw Material

Item	Details	QTY (FT Length)	Cost (USD)
Special Steel AISI 4140 / 4145	OD 110mm	100	10,000
Special Steel AISI 4140 / 4145	OD 130mm	100	15,000
Special Steel AISI 4140 / 4145	OD 150mm	50	8,000
Special Steel AISI 4140 / 4145	OD 175mm	100	20,000
Special Steel AISI 4140 / 4145	OD 200mm	30	15,000
		Total	**68,000**

Attach (6)

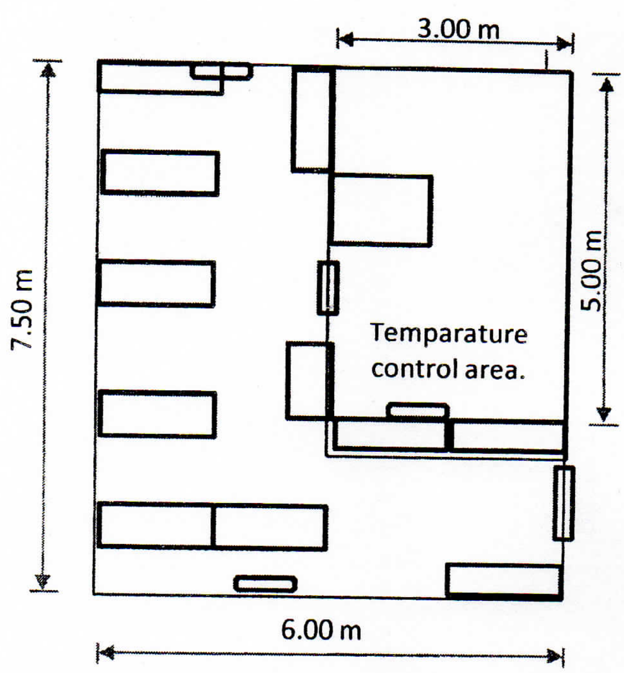
Thread Compound, Grease etc.

Item	Details	QTY	Cost (USD)
Jet Lube - API Dope	Thread compound	10 Pail	1,500
Jet Lube - Zn50	Thread compound	10 Pail	1,700
Bestolife - Ecoguard	Thread compound	10 Pail	1,800
Shell Heavy Industry Grease	Grease	5 Pail	700
Shell Tonna 32	Hydraulic Oil	3 Drums	1,000
Shell Tonna 64	Hydraulic Oil	3 Drums	1,000
Shell Tellus 32	Lubricant Oil	3 Drums	1,000
Shell Tellus 64	Lubricant Oil	3 Drums	1,000
Novafoz - Zn Phosphating	Phosphating Solution	10 Gallon	2,000
Glass Bead - Clemco or equivalent	Beed Blasting Media	10 Bags	800
		Total	**12,500**

Attach (7)

QC Room and facilities

Item	Stuff Request	Price Estimate	Qty	Total ('000 US$)
1	Gauge and Equipment Shelf 75 CM x 250 CM x 250 CM	719	2	1
2	Air compressor & Temp Controller	875	3	3
3	Computer Programing system	813	5	4
4	Table and Chair	250	3	1
5	Shelf	157	7	1
6	Table Calibration	1000	1	1
QC room facilities set up amount '000 US$				**11**



OILTECH (MYANMAR) LIMITED

Annexure - 5

	Year 1				Year 2			
	Qty	Salary (US$) Per Month for each	Salary (US$) Per Month Total	Salary (US$) Per Year Total	Qty	Salary (US$) Per Month for each	Salary (US$) Per Month Total	Salary (US$) Per Year Total
Local Personnel								
GM	1	2000	2000	24,000	1	2000	2000	24,000
Executive QHSE & QA/QC	1	552	552	6,624	1	552	552	6,624
Executive Operation	1	473	473	5,676	1	473	473	5,676
Executive Sale	1	394	394	4,728	1	394	394	4,728
Executive Finance/Admin	1	526	526	6,312	1	526	526	6,312
Executive QA/QC	1	394	394	4,728	1	394	394	4,728
Executive Logistic	1	421	421	5,052	1	421	421	5,052
Sale Assistant	1	189	189	2,268	1	189	189	2,268
Purchase	1	189	189	2,268	1	189	189	2,268
Account Assistant	1	189	189	2,268	1	189	189	2,268
HR assistant	1	189	189	2,268	1	189	189	2,268
Production Assistant	2	189	378	4,536	2	189	378	4,536
Machinist	4	189	756	9,072	4	189	756	9,072
Logistic Assistant	1	189	189	2,268	1	189	189	2,268
Houskeeper	2	157	314	3,768	2	157	314	3,768
Security	2	189	378	4,536	2	189	378	4,536
	22			90,372	22			90,372
Foreign experts and technicians								
Production Engineer	1	6000	6000	72,000	1	6000	6000	72,000
Executive Production	2	3500	7000	84,000	2	3500	7000	84,000
	3			156,000	3			156,000
Grand Total	**25**			**246,372**	**25**			**246,372**

Year 3				Year 4				Year 5			
Qty	Salary (US$) Per Month for each	Salary (US$) Per Month Total	Salary (US$) Per Year Total	Qty	Salary (US$) Per Month for each	Salary (US$) Per Month Total	Salary (US$) Per Year Total	Qty	Salary (US$) Per Month for each	Salary (US$) Per Month Total	Salary (US$) Per Year Total
1	2000	2000	24,000	1	2000	2000	24,000	1	2000	2000	24,000
1	552	552	6,624	1	552	552	6,624	1	552	552	6,624
1	473	473	5,676	1	473	473	5,676	1	473	473	5,676
1	394	394	4,728	2	394	788	9,456	2	394	788	9,456
1	526	526	6,312	1	526	526	6,312	1	526	526	6,312
1	394	394	4,728	2	394	788	9,456	2	394	788	9,456
1	421	421	5,052	1	421	421	5,052	1	421	421	5,052
1	189	189	2,268	1	189	189	2,268	2	189	378	4,536
1	189	189	2,268	1	189	189	2,268	1	189	189	2,268
1	189	189	2,268	1	189	189	2,268	1	189	189	2,268
1	189	189	2,268	1	189	189	2,268	1	189	189	2,268
2	189	378	4,536	4	189	756	9,072	4	189	756	9,072
6	189	1134	13,608	8	189	1512	18,144	8	189	1512	18,144
1	189	189	2,268	1	189	189	2,268	2	189	378	4,536
2	157	314	3,768	2	157	314	3,768	2	157	314	3,768
2	189	378	4,536	4	189	756	9,072	4	189	756	9,072
24			94,908	32			117,972	34			122,508
1	6000	6000	72,000	1	6000	6000	72,000	1	6000	6000	72,000
2	3500	7000	84,000	2	3500	7000	84,000	2	3500	7000	84,000
3			156,000	3			156,000	3			156,000
27			**250,908**	**35**			**273,972**	**37**			**278,508**

OILTECH (MYANMAR) LIMITED
PROJECT PROFILE

Annexure-6

Sr. No.	Particulars	A/U	Year 1	Year 2	Year 3	Year 4	Year 5 & +
1.	**Sales Units**						
1.1	**Repair Business**						
1.1.1	Drill Pipe	Units	625.00	1,141.67	1,441.67	1,733.33	1,900.00
1.1.2	Drill Coller	Units	211.54	523.08	646.15	776.92	846.15
1.1.3	Heavy Weight Drill Pipe	Units	202.78	338.89	416.67	494.44	538.89
1.1.4	Cross Over Subs	Units	745.00	1,370.00	1,730.00	2,080.00	2,280.00
1.2	**Manufacturing Accessories**						
1.2.1	Nipple	Units	544.44	1,022.22	1,077.78	1,311.11	1,311.11
1.2.2	Pup Joint	Units	250.00	475.00	500.00	610.00	610.00
1.2.3	Drill Coller	Units	47.00	82.00	87.00	105.00	105.00
1.2.4	Cross Over Subs	Units	30.83	70.83	75.00	91.67	91.67
1.3	**Premium Threading**						
1.3.1	NOV	Units	257.14	607.14	700.00	939.29	1,028.57
1.3.2	FOX	Units	336.36	790.91	918.18	1,231.82	1,345.45
1.3.3	VAM	Units	300.00	650.00	750.00	1,004.17	1,091.67
1.3.4	Others	Units	300.00	666.67	775.00	1,037.50	1,050.00
1.4	**API Threading**						
1.4.1	BTC	Units	462.50	900.00	1,125.00	1,518.75	1,800.00
1.4.2	LTC	Units	542.86	1,057.14	1,328.57	1,792.86	2,014.29
1.4.3	EUE	Units	371.43	957.14	1,185.71	1,592.86	1,728.57
1.4.4	Others	Units	385.71	1,014.29	1,228.57	1,650.00	1,800.00
2.	**Sales Price**						
2.1	**Repair Business**						
2.1.1	Drill Pipe	US$/Unit	120	120	120	120	120
2.1.2	Drill Coller	US$/Unit	130	130	130	130	130
2.1.3	Heavy Weight Drill Pipe	US$/Unit	180	180	180	180	180
2.1.4	Cross Over Subs	US$/Unit	100	100	100	100	100

Sr. No.	Particulars	A/U	Year 1	Year 2	Year 3	Year 4	Year 5 & +
2.2	**Manufacturing Accessories**						
2.2.1	Nipple	US$/Unit	90	90	90	90	90
2.2.2	Pup Joint	US$/Unit	200	200	200	200	200
2.2.3	Drill Coller	US$/Unit	1,000	1,000	1,000	1,000	1,000
2.2.4	Cross Over Subs	US$/Unit	1,200	1,200	1,200	1,200	1,200
2.3	**Premium Threading**						
2.3.1	NOV	US$/Unit	140	140	140	140	140
2.3.2	FOX	US$/Unit	110	110	110	110	110
2.3.3	VAM	US$/Unit	120	120	120	120	120
2.3.4	Others	US$/Unit	120	120	120	120	120
2.4	**API Threading**						
2.4.1	BTC	US$/Unit	80	80	80	80	80
2.4.2	LTC	US$/Unit	70	70	70	70	70
2.4.3	EUE	US$/Unit	70	70	70	70	70
2.4.4	Others	US$/Unit	70	70	70	70	70
3.	**Sales Amount**						
3.1	**Repair Business**						
3.1.1	Drill Pipe	Total US$	75,000	137,000	173,000	208,000	228,000
3.1.2	Drill Coller	Total US$	27,500	68,000	84,000	101,000	110,000
3.1.3	Heavy Weight Drill Pipe	Total US$	36,500	61,000	75,000	89,000	97,000
3.1.4	Cross Over Subs	Total US$	74,500	137,000	173,000	208,000	228,000
			213,500	**403,000**	**505,000**	**606,000**	**663,000**
3.2	**Manufacturing Accessories**						
3.2.1	Nipple	Total US$	49,000	92,000	97,000	118,000	118,000
3.2.2	Pup Joint	Total US$	50,000	95,000	100,000	122,000	122,000
3.2.3	Drill Coller	Total US$	47,000	82,000	87,000	105,000	105,000
3.2.4	Cross Over Subs	Total US$	37,000	85,000	90,000	110,000	110,000
			183,000	**354,000**	**374,000**	**455,000**	**455,000**
3.3	**Premium Threading**						
3.3.1	NOV	Total US$	36,000	85,000	98,000	131,500	144,000

Sr. No.	Particulars	A/U	Year 1	Year 2	Year 3	Year 4	Year 5 & +
3.3.2	FOX	Total US$	37,000	87,000	101,000	135,500	148,000
3.3.3	VAM	Total US$	36,000	78,000	90,000	120,500	131,000
3.3.4	Others	Total US$	36,000	80,000	93,000	124,500	126,000
			145,000	**330,000**	**382,000**	**512,000**	**549,000**
3.4	**API Threading**						
3.4.1	BTC	Total US$	37,000	72,000	90,000	121,500	144,000
3.4.2	LTC	Total US$	38,000	74,000	93,000	125,500	141,000
3.4.3	EUE	Total US$	26,000	67,000	83,000	111,500	121,000
3.4.4	Others	Total US$	27,000	71,000	86,000	115,500	126,000
			128,000	**284,000**	**352,000**	**474,000**	**532,000**

Remark: Domestic Sales Only

OILTECH (MYANMAR) LIMITED

PROJECTED PROFIT & LOSS STATEMENT

Annexure - 7

US$ & Kyat in Thousand

Sr No	Particulars	Year 1		Year 2		Year 3		Year 4		Year 5	
		USS	Equal Kyat	US$	Total Kyat	US$	Total Kyat	US$	Total Kyat	US$	Total Kyat
1.0	Income	669.50	636,025	1,371.00	1,302,450	1,613.00	1,532,350	2,047.00	1,944,650	2,199.00	2,089,050
1.1	Repair Business	213.50	202,825	403.00	382,850	505.00	479,750	606.00	575,700	663.00	629,850
1.2	Manufacturing Accessories	183.00	173,850	354.00	336,300	374.00	355,300	455.00	432,250	455.00	432,250
1.3	Premium Threading	145.00	137,750	330.00	313,500	382.00	362,900	512.00	486,400	549.00	521,550
1.4	API Threading	128.00	121,600	284.00	269,800	352.00	334,400	474.00	450,300	532.00	505,400
2.0	Expenditures	810.82	770,284	848.03	805,625	866.79	823,446	889.85	845,355	894.38	849,665
2.1	Raw Material Cost	220.26	209,249	220.26	209,249	220.26	209,249	220.26	209,249	220.26	209,249
2.2	Salaries	246.37	234,053	246.37	234,053	250.91	238,363	273.97	260,273	278.51	264,583
2.3	Electricity & Administration	31.58	30,000	30.05	28,548	26.94	25,594	26.94	25,594	26.94	25,594
2.4	Utilities	14.74	14,000	15.03	14,280	15.33	14,566	15.33	14,566	15.33	14,566
2.5	Transportation	21.05	20,000	21.47	20,400	21.90	20,808	21.90	20,808	21.90	20,808
2.6	Renovation Cost	26.32	25,000	26.84	25,500	27.38	26,010	22.71	21,574	17.75	16,865
2.7	Land Rental	72.00	68,400	74.16	70,452	77.87	73,975	82.54	78,409	87.49	83,117
2.8	Advertising	12.63	12,000	12.88	12,240	13.14	12,485	13.14	12,485	13.14	12,485
2.9	Commercial Tax	33.48	31,801	68.55	65,123	80.65	76,618	80.65	76,618	80.65	76,618
2.10	Machine Depreciation	132.40	125,780	132.40	125,780	132.40	125,780	132.40	125,780	132.40	125,780
3.0	Profit/(Loss)	(141.32)	(134,258.55)	522.97	496,825.20	746.21	708,903.54	1,157.15	1,099,294.64	1,304.62	1,239,385.44
4.0	Income tax	-	-	-	-	-	-	-	-	-	-
5.0	Profit/(Loss) after Tax	(141.32)	(134,259)	522.97	496,825	746.21	708,904	1,157.15	1,099,295	1,304.62	1,239,385
6.0	Cumulative Profit/(Loss)	(141.32)	(134,259)	381.65	362,567	1,127.86	1,071,470	2,285.02	2,170,765	3,589.63	3,410,150
	CSR will be 2% of NP.	-		10.46		14.92		23.14		26.09	

Commercial Tax 5%

Exchange Rate 1 US$ = K 950

CSR will be 2% of NP.

OILTECH (MYANMAR) LIMITED
PROJECTED PROFIT & LOSS STATEMENT

Annexure - 7
US$ & Kyat in Thousand

Sr No	Particulars	Year 6		Year 7		Year 8		Year 9		Year 10	
		US$	Equal Kyat	US$	Total Kyat	US$	Total Kyat	US$	Total Kyat	US$	Total Kyat
1.0	Income	2,199.00	2,089,050	2,199.00	2,089,050	2,199.00	2,089,050	2,199.00	2,089,050	2,199.00	2,089,050
1.1	Repair Business	663.00	629,850	663.00	629,850	663.00	629,850	663.00	629,850	663.00	629,850
1.2	Manufacturing Accessorie	455.00	432,250	455.00	432,250	455.00	432,250	455.00	432,250	455.00	432,250
1.3	Premium Threading	549.00	521,550	549.00	521,550	549.00	521,550	549.00	521,550	549.00	521,550
1.4	API Threading	532.00	505,400	532.00	505,400	532.00	505,400	532.00	505,400	532.00	505,400
2.0	Expenditures	923.68	877,500	923.68	877,500	923.68	877,500	923.68	877,500	923.68	877,500
2.1	Raw Material Cost	220.26	209,249	220.26	209,249	220.26	209,249	220.26	209,249	220.26	209,249
2.2	Salaries	278.51	264,583	278.51	264,583	278.51	264,583	278.51	264,583	278.51	264,583
2.3	Electricity & Administrati	21.70	20,613	21.70	20,613	21.70	20,613	21.70	20,613	21.70	20,613
2.4	Utilities	15.33	14,566	15.33	14,566	15.33	14,566	15.33	14,566	15.33	14,566
2.5	Tranportation	21.90	20,808	21.90	20,808	21.90	20,808	21.90	20,808	21.90	20,808
2.6	Renovation Cost	17.75	16,865	17.75	16,865	17.75	16,865	17.75	16,865	17.75	16,865
2.7	Land Rental	92.74	88,099	92.74	88,099	92.74	88,099	92.74	88,099	92.74	88,099
2.8	Advertising	13.14	12,485	13.14	12,485	13.14	12,485	13.14	12,485	13.14	12,485
2.9	Commercial Tax	109.95	104,453	109.95	104,453	109.95	104,453	109.95	104,453	109.95	104,453
2.10	Machine Depreciation	132.40	125,780	132.40	125,780	132.40	125,780	132.40	125,780	132.40	125,780
3.0	Profit/(Loss)	1,275.32	1,211,550.44	1,275.32	1,211,550.44	1,275.32	1,211,550.44	1,275.32	1,211,550.44	1,275.32	1,211,550.44
4.0	Income tax	318.83	302,888	318.83	302,888	318.83	302,888	318.83	302,888	318.83	302,888
5.0	Profit/(Loss) after Tax	956.49	908,663	956.49	908,663	956.49	908,663	956.49	908,663	956.49	908,663
6.0	Cumulative Profit/(Loss)	4,546.12	4,318,813	5,502.61	5,227,476	6,459.09	6,136,139	7,415.58	7,044,802	8,372.07	7,953,464
	CSR will be 2% of NP.	19.13		19.13		19.13		19.13		19.13	

Income Tax 25%

Commercial Tax 5%

Exchange Rate 1 US$ = K 950

OILTECH (MYANMAR) LIMITED

PROJECTED PROFIT & LOSS STATEMENT

Annexure - 7

US$ & Kyat in Thousand

Sr No	Particulars	Year 11		Year 12		Year 13		Year 14		Year 15	
		US$	Equal Kyat	US$	Total Kyat	US$	Total Kyat	US$	Total Kyat	US$	Total Kyat
1.0	Income	2,199.00	2,089,050	2,199.00	2,089,050	2,199.00	2,089,050	2,199.00	2,089,050	2,199.00	2,089,050
1.1	Repair Business	663.00	629,850	663.00	629,850	663.00	629,850	663.00	629,850	663.00	629,850
1.2	Manufacturing Accessorie	455.00	432,250	455.00	432,250	455.00	432,250	455.00	432,250	455.00	432,250
1.3	Premium Threading	549.00	521,550	549.00	521,550	549.00	521,550	549.00	521,550	549.00	521,550
1.4	API Threading	532.00	505,400	532.00	505,400	532.00	505,400	532.00	505,400	532.00	505,400
2.0	Expenditures	923.68	877,500	923.68	877,500	923.68	877,500	923.68	877,500	923.68	877,500
2.1	Raw Material Cost	220.26	209,249	220.26	209,249	220.26	209,249	220.26	209,249	220.26	209,249
2.2	Salaries	278.51	264,583	278.51	264,583	278.51	264,583	278.51	264,583	278.51	264,583
2.3	Electricity & Administrati	26.94	25,594	26.94	25,594	26.94	25,594	26.94	25,594	26.94	25,594
2.4	Utilities	15.33	14,566	15.33	14,566	15.33	14,566	15.33	14,566	15.33	14,566
2.5	Tranportation	21.90	20,808	21.90	20,808	21.90	20,808	21.90	20,808	21.90	20,808
2.6	Renovation Cost	17.75	16,865	17.75	16,865	17.75	16,865	17.75	16,865	17.75	16,865
2.7	Land Rental	87.49	83,117	87.49	83,117	87.49	83,117	87.49	83,117	87.49	83,117
2.8	Advertising	13.14	12,485	13.14	12,485	13.14	12,485	13.14	12,485	13.14	12,485
2.9	Commercial Tax	109.95	104,453	109.95	104,453	109.95	104,453	109.95	104,453	109.95	104,453
2.10	Machine Depreciation	132.40	125,780	132.40	125,780	132.40	125,780	132.40	125,780	132.40	125,780
3.0	Profit/(Loss)	1,275.32	1,211,550.44	1,275.32	1,211,550.44	1,275.32	1,211,550.44	1,275.32	1,211,550.44	1,275.32	1,211,550.44
4.0	Income tax	318.83	302,888	318.83	302,888	318.83	302,888	318.83	302,888	318.83	302,888
5.0	Profit/(Loss) after Tax	956.49	908,663	956.49	908,663	956.49	908,663	956.49	908,663	956.49	908,663
6.0	Cumulative Profit/(Loss)	9,328.56	8,862,127	10,285.04	9,770,790	11,241.53	10,679,453	12,198.02	11,588,116	13,154.50	12,496,779
	CSR will be 2% of NP.	-		19.13		19.13		19.13		19.13	

Income Tax 25%

Commercial Tax 5%

Exchange Rate 1 US$ = K 950

CSR will be 2% of NP.

OILTECH (MYANMAR) LIMITED

IRR

Annexure - 8
US$ in Thousand

Year	(Investment) /Surplus	Discount Factor 25%	Net Value	Discount Factor 35%	Net Value
		A	NA	B	NB
	(2,369.31)	1.0000	(2,369.31)	1.0000	(2,369.31)
1	(8.92)	0.8000	(7.14)	0.7407	(6.61)
2	655.37	0.6400	419.44	0.5487	359.60
3	878.61	0.5120	449.85	0.4064	357.11
4	1,289.55	0.4096	528.20	0.3011	388.24
5	1,437.02	0.3277	470.88	0.2230	320.47
6	1,088.89	0.2621	285.45	0.1652	179.88
7	1,088.89	0.2097	228.36	0.1224	133.24
8	1,088.89	0.1678	182.68	0.0906	98.70
9	1,088.89	0.1342	146.15	0.0671	73.11
10	1,088.89	0.1074	116.92	0.0497	54.16
			451.47		(411.41)

IRR (B-A) NA/(NA-NB)

5.23

IRR = 25 + 5.23 = 30.23% ~ 30%

OILTECH (MYANMAR) LIMITED

Annexure - 9

(US$ in Thousand)

Year	Investment	Net Profit	Depreciation	Total Income	Net Cash Flow
1	2,369	(141.32)	132	(9)	(2,378)
2		522.97	132	655	655
3		746.21	132	879	879
4		1,157.15	132	1,290	1,290
5		1,304.62	132	1,437	1,437
6		956.49	132	1,089	1,089
7		956.49	132	1,089	1,089
8		956.49	132	1,089	1,089
9		956.49	132	1,089	1,089
10		956.49	132	1,089	1,089
Total		**8,372.07**	**1,324**	**9,696**	**7,327**

Break- even period is 3.7 years .

KANBAWZA BANK LTD. KYAUKTADA BRANCH

KBZ BANK
ကမ္ဘောဇဘဏ်လီမိတက်

.... Branch

Date 28.05.2014

CREDIT ADVICE

Benificiary Name	**Oiltech (Myanmar) Ltd**
Account no.	**06010906003622301**

*We have **CREDITED** your account today with*

USD **15,000.00** *Transaction Date (28.05.2014)*

Fifteen Thousand Only.

As per instruction from

Zillion Zest Co.,Ltd
06010906003374701

Yours faithfully,

Authorised Signature
Asst; Manager
Kyauktada Branch
Kanbawza Bank Limited.

KBZ BANK
ကမ္ဘောဇဘဏ်လီမိတက်

28.05.2014

Advice of Credit

This is to certify that we have received the capital brought in for

OIL TECH (MYANMAR) LIMITED

Currency	:	USD
Amount	:	60,000.00
(in words)	:	SIXTY THOUSAND ONLY
Sending Institution/ Country	:	OVERSEA-CHINESE BANKING CORPORATION (SINGAPORE)

Senior Manager
Foreign Remittance Department

Kanbawza Bank limited
International Banking Division

28.05.2014

We acknowledge the receipt of SWIFT charges USD-10.38(USD-Ten & Cents Thirty Eight Only)

For being REF NO: CT0005847102M001 from OIL TECH (MYANMAR) LIMITED.

Deputy Manager **Manager** **Customer's Signature**

OCBC Bank

Daily Statement of Account - Details

Account Number	503202673301 - USD	Opening Balance	497,611.64
Account Name	OILTECH HOLDINGS (2014) PTE LTD.	Ledger Balance	497,611.64
Debits	3 Amount 23.36	Available Balance	497,611.64
Credits	9 Amount 497,635.00	Total Hold Amount	0.00
BIC Code	OCBCSGSGXXX	BIC Name	OVERSEA-CHINESE BANKING CORPORATION
Last Updated Date	27 Mar 2014 10:25:31		

Post Date / Value Date	Bank Ref. / Transaction Desc. / Details	Client Ref.	Debit Amount	Credit Amount	Balance
	A.HATYAI SONGKHLA 90110 THAILAND INVESTMENT IN JOINT VENTURE COMPANY BNY CUST RRN - F1S1403208602800 COMMISSION SGD 10.00 AT 1.28				
14 Mar 2014 14 Mar 2014	CHEQUE DEPOSIT CHQ157 CHEQUE DEPOSIT			29,335.00	78,877.18
14 Mar 2014 14 Mar 2014	CHEQUE DEPOSIT CHQ862702 CHEQUE DEPOSIT			36,900.00	49,542.18
11 Mar 2014 11 Mar 2014	HBKG14C11O031516 COMM/COMM IN LIEU COMM/COMM IN LIEU	TAN KOK KEAN 111 SE	7.82		12,642.18
11 Mar 2014 11 Mar 2014	HBKG14C11O031516 CHECK A/C TT DEP* CHECK A/C TT DEP* TAN KOK KEAN 111 SEAGULL WALK MERA TERRACE SINGAPORE 486703 USD FOR PAID UP CONTRIBUTION COMMISSION SGD 10.00 AT 1.2785	TAN KOK KEAN 111 SE		12,150.00	12,650.00
03 Mar 2014 03 Mar 2014	CHEQUE DEPOSIT CHQ862701 CHEQUE DEPOSIT			500.00	500.00

Printed By	*TAN KOK KEAN*	*Page 2 of 2*
Printed On	*27 Mar 2014 10:26:30*	

OCBC Bank

Daily Statement of Account - Details

Account Number	503202673301 - USD	Opening Balance	497,611.64
Account Name	OILTECH HOLDINGS (2014) PTE. LTD.	Ledger Balance	497,611.64
Debits	3 Amount 23.36	Available Balance	497,611.64
Credits	9 Amount 497,635.00	Total Hold Amount	0.00
BIC Code	OCBCSGSGXXX	BIC Name	OVERSEA-CHINESE BANKING CORPORATION
Last Updated Date	27 Mar 2014 10:25:31		

Post Date / Value Date	Bank Ref. / Transaction Desc. / Details	Client Ref.	Debit Amount	Credit Amount	Balance
26 Mar 2014 26 Mar 2014	CHEQUE DEPOSIT CHQ162 CHEQUE DEPOSIT			126,800.00	497,611.64
25 Mar 2014 25 Mar 2014	CHEQUE DEPOSIT CHQ862704 CHEQUE DEPOSIT			149,600.00	370,811.64
24 Mar 2014 24 Mar 2014	F1S1403211768500 COMM/COMM IN LIEU COMM/COMM IN LIEU	CSA INDUSTRY SOLUTI	7.78		221,211.64
24 Mar 2014 24 Mar 2014	F1S1403211768500 CHECK A/C TT DEP CHECK A/C TT DEP CSA INDUSTRY SOLUTION CO.,LTD. 11 CHOKSAMANKHUN 5 HATYAI SONGKHLA 90110 THAILAND INVESTMENT IN JOINT VENTURE COMPANY BNY CUST RRN - F1S1403211768500 COMMISSION SGD 10.00 AT 1.28	CSA INDUSTRY SOLUTI		75,000.00	221,219.42
24 Mar 2014 24 Mar 2014	CHEQUE DEPOSIT CHQ831696 CHEQUE DEPOSIT			48,600.00	146,219.42
21 Mar 2014 21 Mar 2014	F1S1403208602800 COMM/COMM IN LIEU COMM/COMM IN LIEU	CSA INDUSTRY SOLUTI	7.76		97,619.42
21 Mar 2014 21 Mar 2014	F1S1403208602800 CHECK A/C TT DEP CHECK A/C TT DEP CSA INDUSTRY SOLUTION CO.,LTD 11 SOI CHOKSAMANKUL 5 T.HATYAI	CSA INDUSTRY SOLUTI		18,750.00	97,627.18

Printed By ***TAN KOK KEAN***
Printed On ***27 Mar 2014 10:26:30***

71

KANBAWZA BANK
KYAUKTADAR(IBD) BRANCH
No(33-39), Corner of Bank St & Maharbandoola St,
Kyauktada Tsp. Yangon
Ph: (01)373952-53,
Fax: 373962-63

ACCOUNT NO. : 06010306003374701 (MMK)
NAME : ZILLION ZEST CO.,LTD
NRC : , 12/MAYAKA(N)143284, 12/BAHANA(N)016146,
ADDRESS : BLD A,09-02,PEARL CONDO, , KABARAYE PAGODA RD,, BAHAN TSP, YANGON DIVISION.

PHONE : 979118211

Date : 25 April, 2014

Statement Of Transaction For The Date Between 23/03/2014 and 24/04/2014

Date_Time	Description	Debit	Credit	Balance
23/03/2014	Opening Balance -			0.00
26/03/2014	Cash Deposit - -		9,001,000.00	9,001,000.00
26/03/2014	To Transfer - CHEQUE BOOK CHARGE 211401003 - -	50.00		9,000,950.00
02/04/2014	Cash Deposit - -		25,000,000.00	34,000,950.00
04/04/2014	To Transfer - CHEQUE TRANSFER 130501076 - 00046611 - KMDE	5,000,000.00		29,000,950.00
23/04/2014	By Transfer - CREDIT MISCELLENIOUS 130501002 - 1 - MGZ		43,500,000.00	72,500,950.00
24/04/2014	Closing Balance			72,500,950.00
No. of Debit	: 2 Debit Total	5,000,050.00		
No. of Credit	: 3 Credit Total		77,501,000.00	

Thank You For Banking With KYAUKTADAR(IBD) BRANCH

Please report any discrepancies found on your statement immediately.
N.B – Statement will not be sent unless there is a change of transaction.

Asst: / DY Manager

ZMW

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

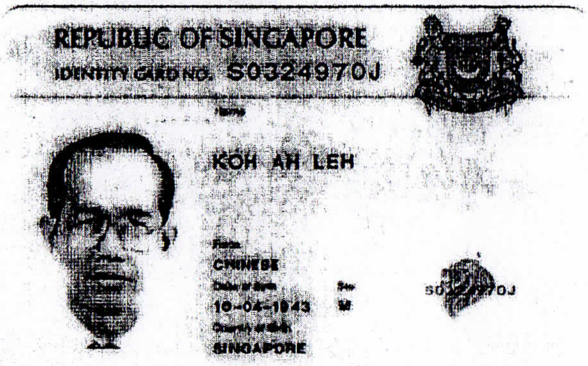
E2190977E

PASSPORT REPUBLIC OF SINGAPORE



Type PA
Country Code SGP
Passport No E2190977E
Name KOH AH LEH
Sex M
Nationality SINGAPORE CITIZEN
Date of birth 10 APR 1943
Place of birth SINGAPORE
Date of issue 20 NOV 2010
Date of expiry 18 JUL 2016
Modifications SEE PAGE 2
Authority MINISTRY OF HOME AFFAIRS
National ID No S0324970J

PASGPKOH<<AH<LEH<<<<<<<<<<<<<<<<<<<<<<<<<<<<
E2190977E1SGP4304108M1607185S0324970J<<<<<20



REPUBLIC OF SINGAPORE

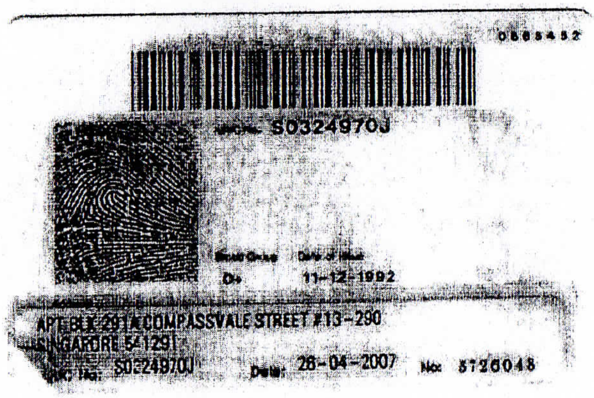
IDENTITY CARD NO. S0324970J

KOH AH LEH

CHINESE

10-04-1943 M

SINGAPORE



0885452

S0324970J

O+ 11-12-1992

APT BLK 291A COMPASSVALE STREET #13-290

SINGAPORE 541291

S0324970J Date: 28-04-2007 No: 5726048

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

PASSPORT REPUBLIC OF SINGAPORE



Type: PA
Country Code: SGP
Passport No: E3560881F

Name: CHUNG NGEN THAI

Sex: F
Nationality: SINGAPORE CITIZEN

Date of birth: 11 FEB 1967
Place of birth: MALAYSIA

Date of issue: 04 DEC 2012
Date of expiry: 04 DEC 2017

Modifications: SEE PAGE 2
Authority: MINISTRY OF HOME AFFAIRS

National ID No: S2622276A

PASGPCHUNG<<NGEN<THAI<<<<<<<<<<<<<<<<<<<<<<<<
E3560881F6SGP6702111F1712047S2622276A<<<<<78

IDENTITY CARD NO. S2622276A



Name

CHUNG NGEN THAI

锺 年 娣

Race

CHINESE

Date of birth

11-02-1967

Sex

F

Country of birth

MALAYSIA

4748839



NRIC No S2622276A

Date of issue

18-07-2011

Address

19 MEYAPPA CHETTIAR ROAD
#04-01
SINGAPORE 358459

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



အမှတ် ၁၄၃၂၈၄

ရက်စွဲ ၂၃/၁၀/၂၀၀၃

အမည် [illegible]

ဖခင်အမည် [illegible]

မွေးသက္ကရာဇ် [illegible]

လူမျိုး/ဘာသာ [illegible]

အရပ် [illegible] သွေးအုပ်စု [illegible]

ထင်ရှားသည့်အမှတ်အသား [illegible]

ထုတ်ပေးသူလက်မှတ်

အမည် ....

ရာထူး ....

အမှတ်စဉ် B 684236

သက်သေခံကတ်ပြားအမှတ် [illegible]



အလုပ်အကိုင် [illegible]

နေရပ်လိပ်စာ [illegible]

ထိုးမြဲလက်မှတ်

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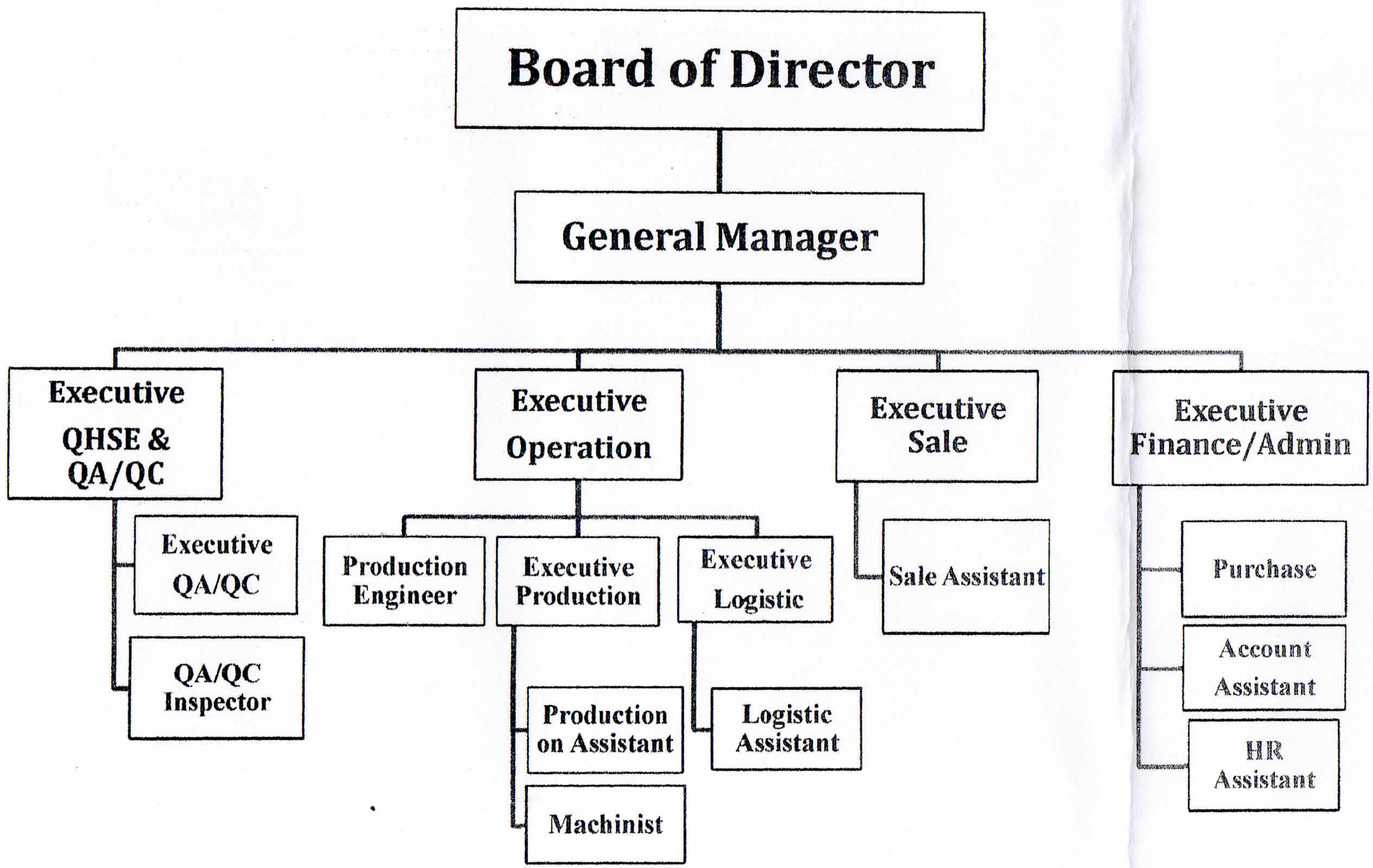
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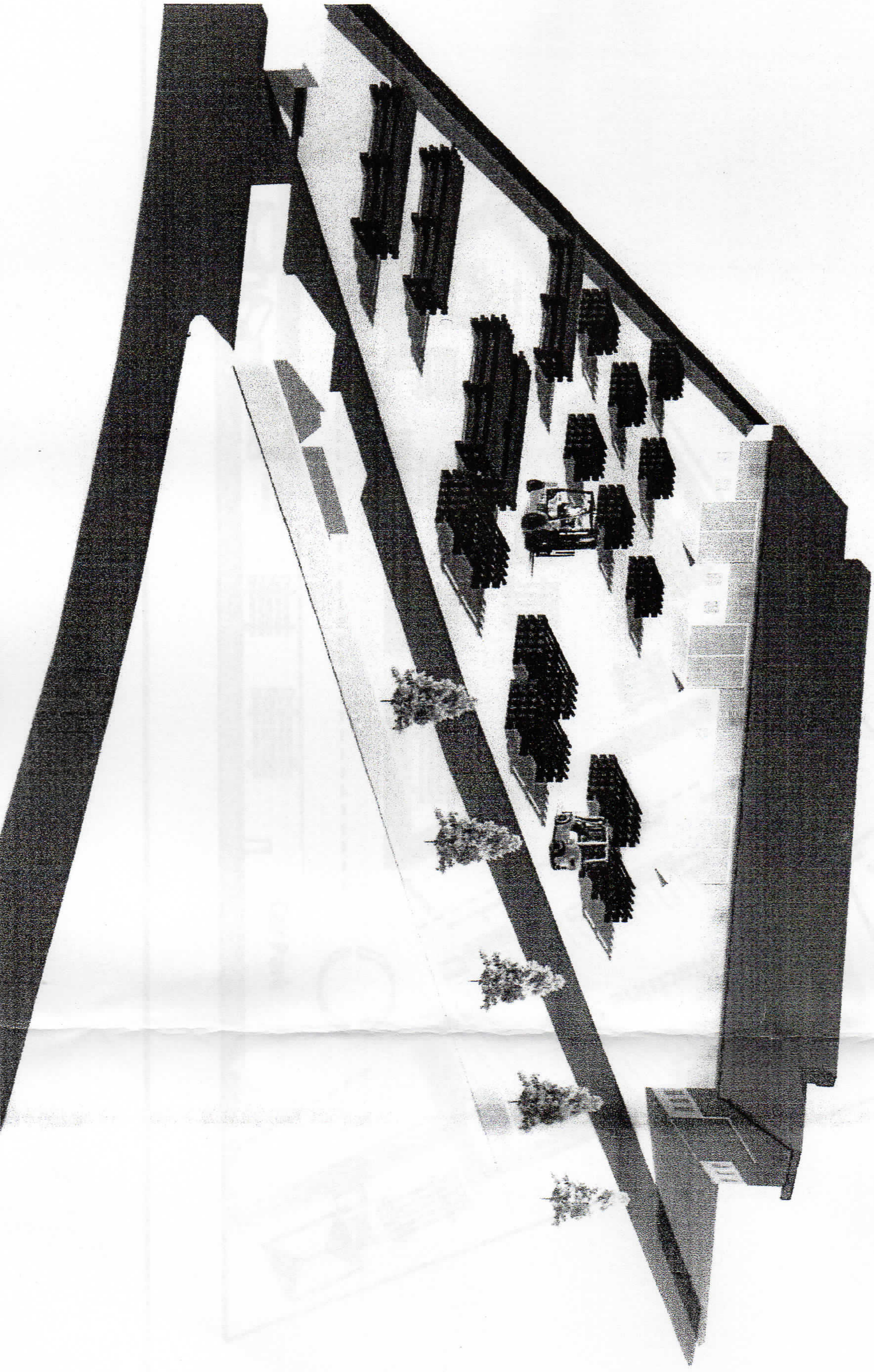
၃။ ဤလက်မှတ်ကို အသက် ( ) နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက အရေးယူခြင်း ခံရမည်။

OilTech (Myanmar) Ltd.

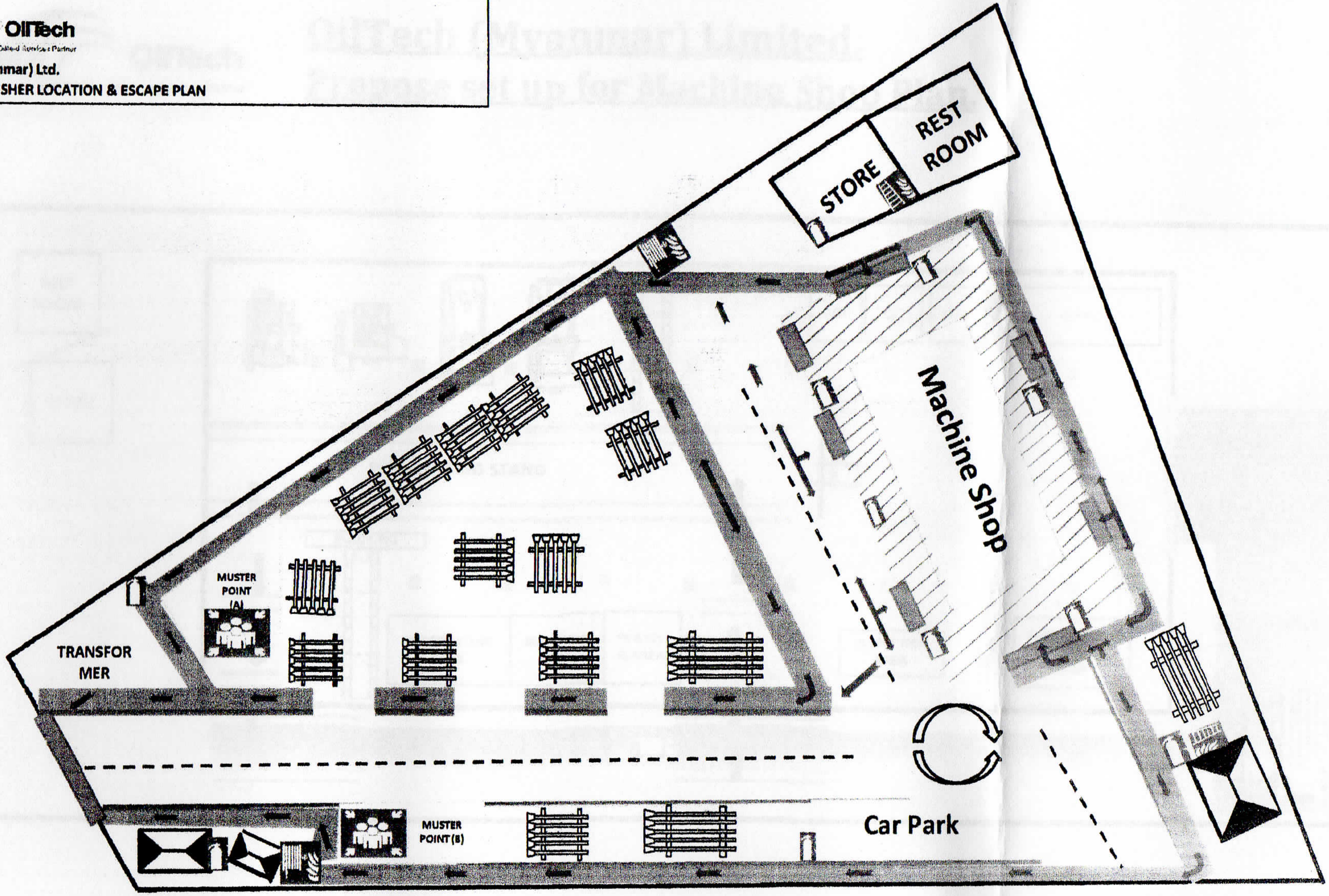
OilTech
Your Preferred Oilfield Services Partner

Organization Chart



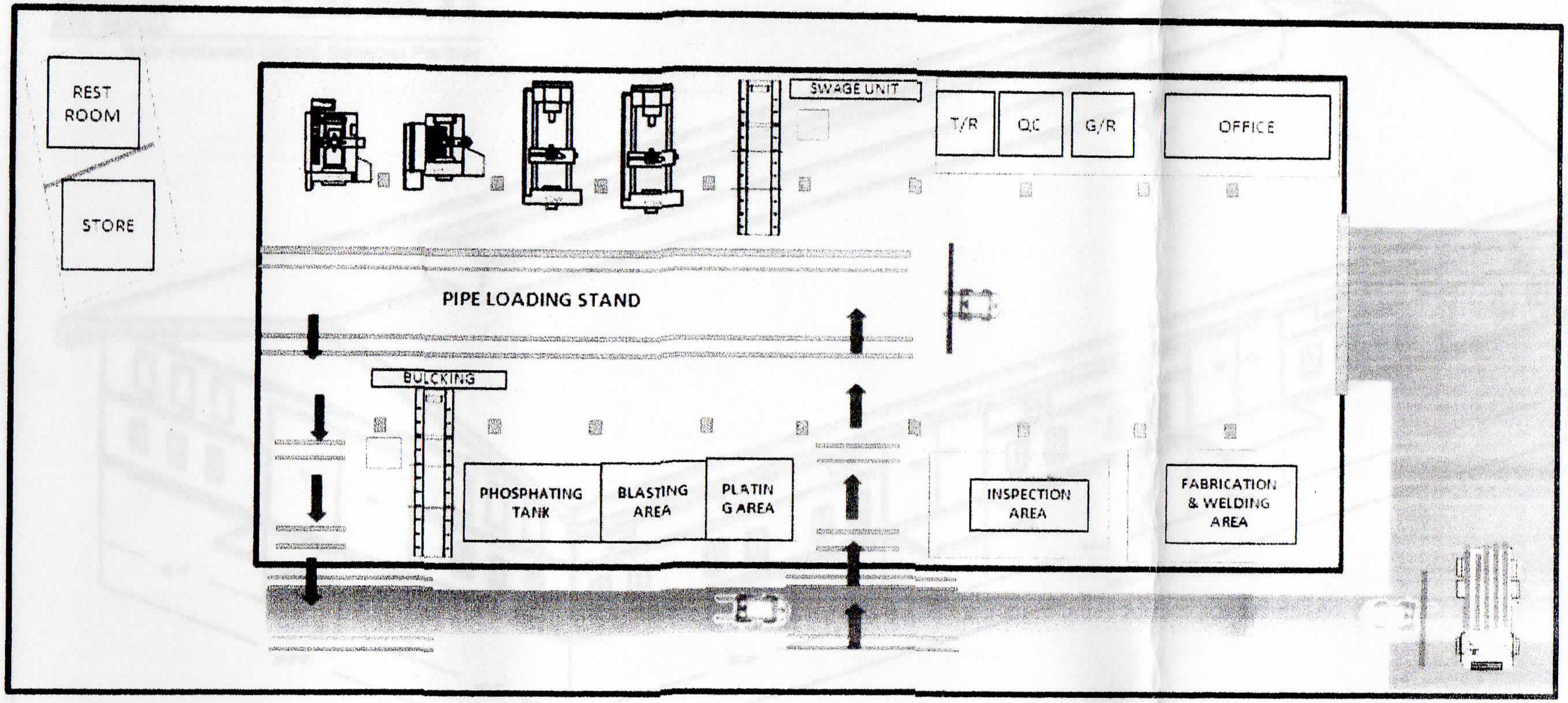


OilTech
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OilTech (Myanmar) Ltd.
FIRE EXTINGHISHER LOCATION & ESCAPE PLAN

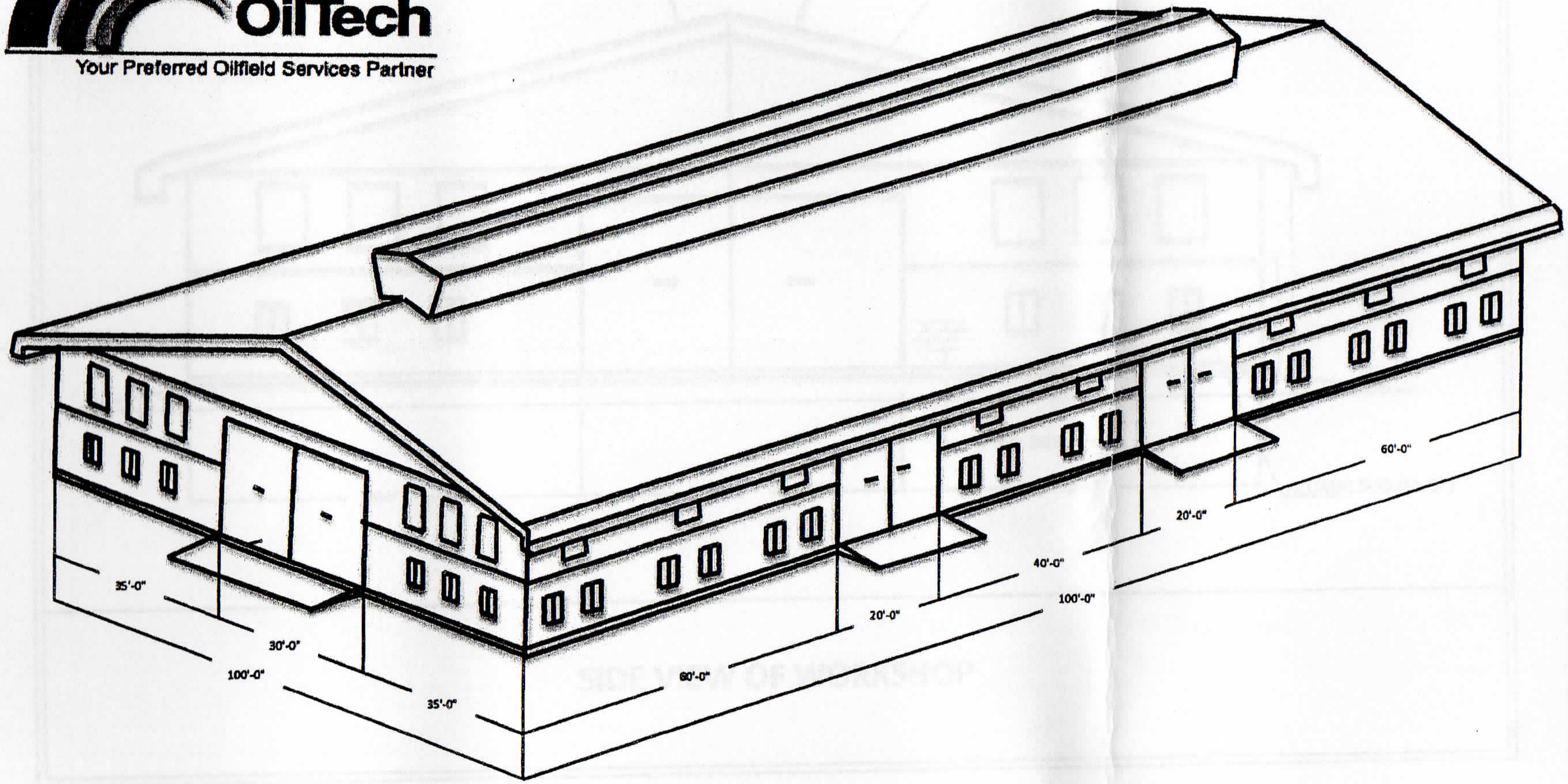


OilTech
Your Preferred Oilfield Services Partner

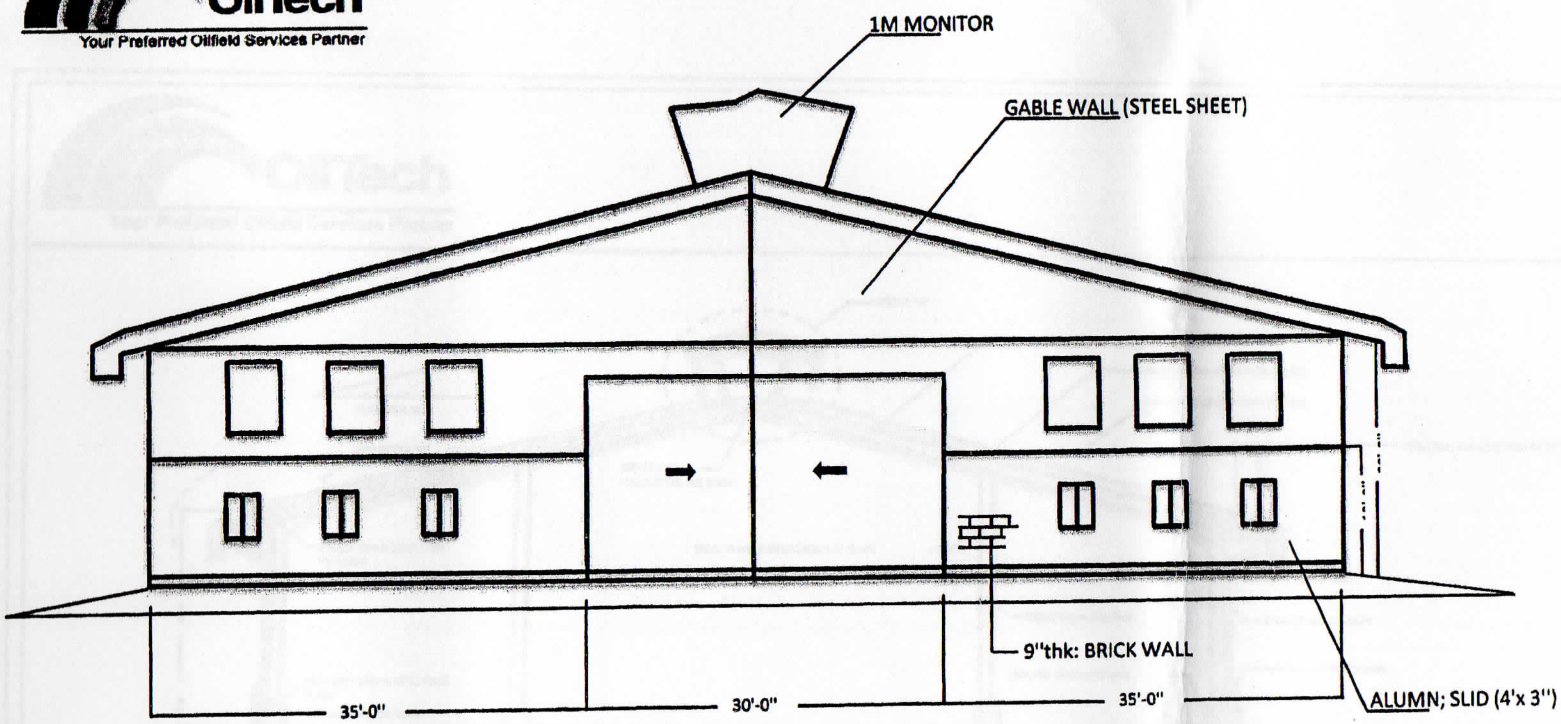
OilTech (Myanmar) Limited.
Propose set up for Machine Shop Plan.



OilTech
Your Preferred Oilfield Services Partner

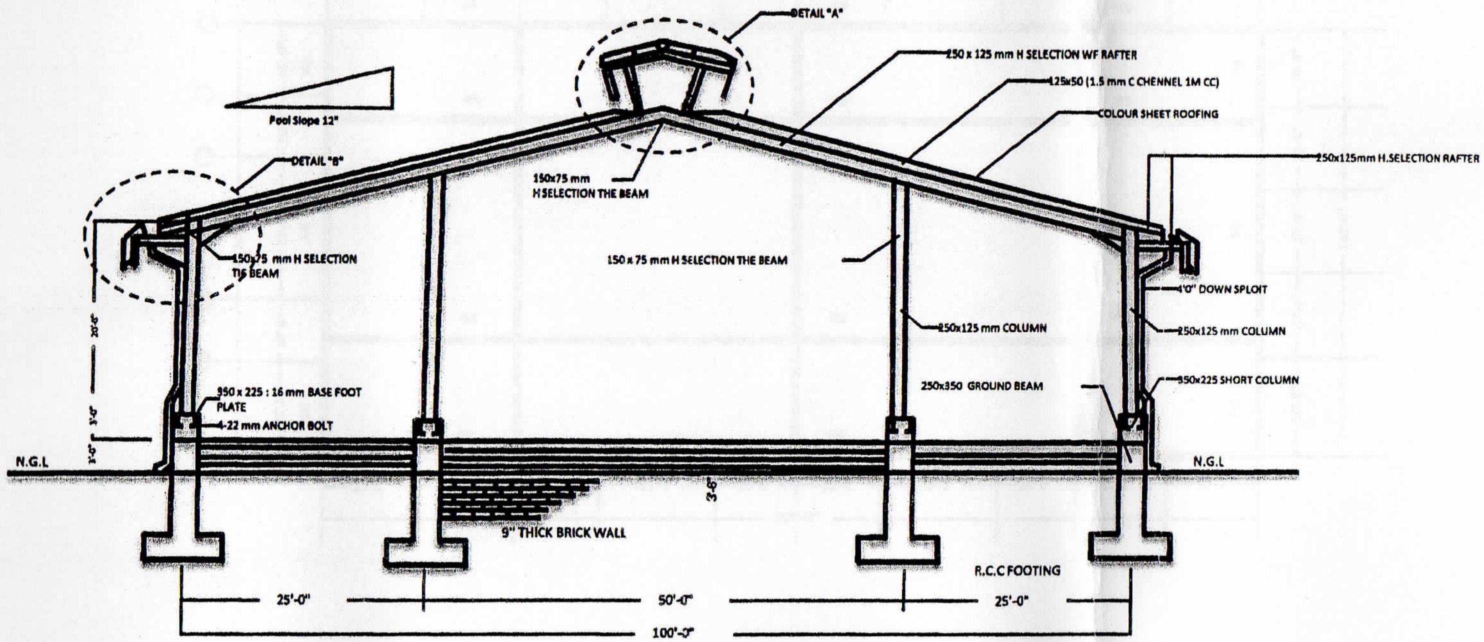


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SIDE VIEW OF WORKSHOP

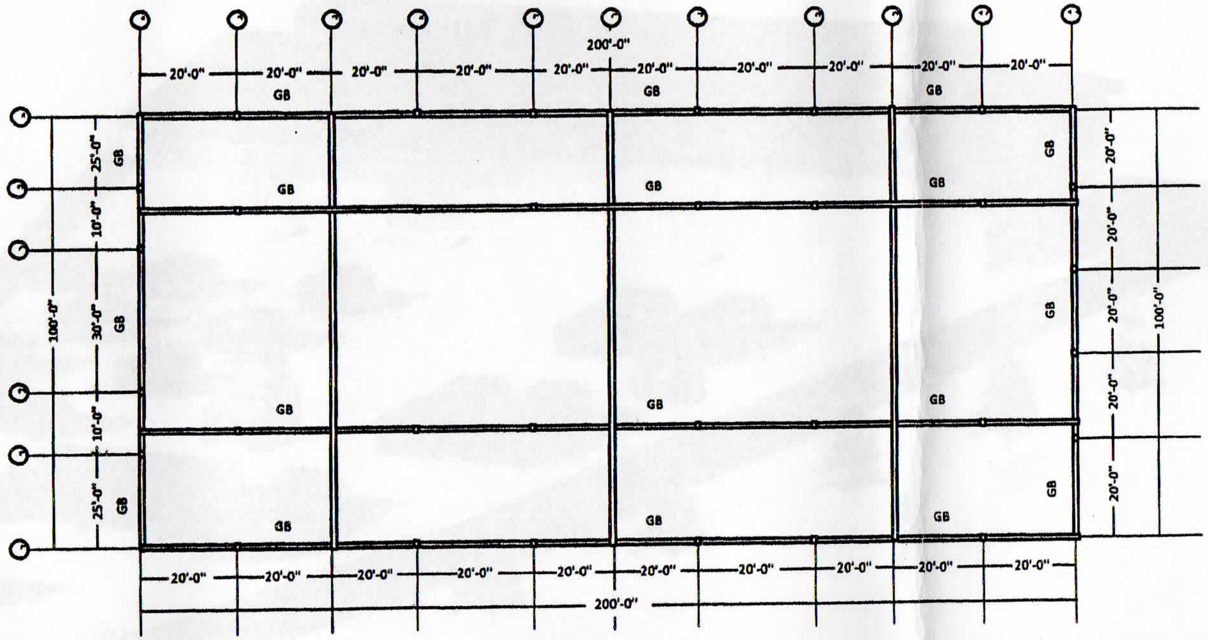
OilTech
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SIDE VIEW OF WORK SHOP

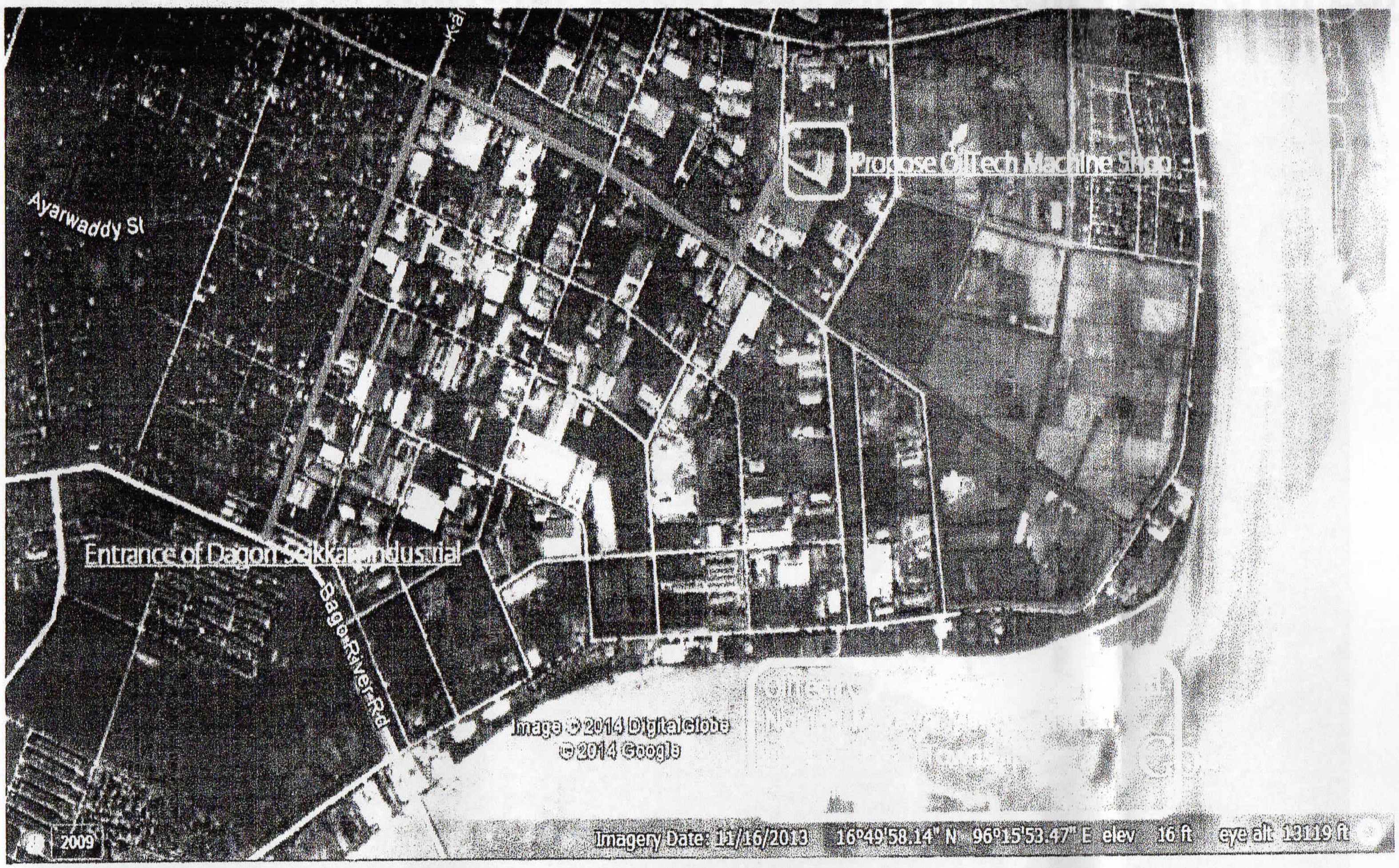
OilTech

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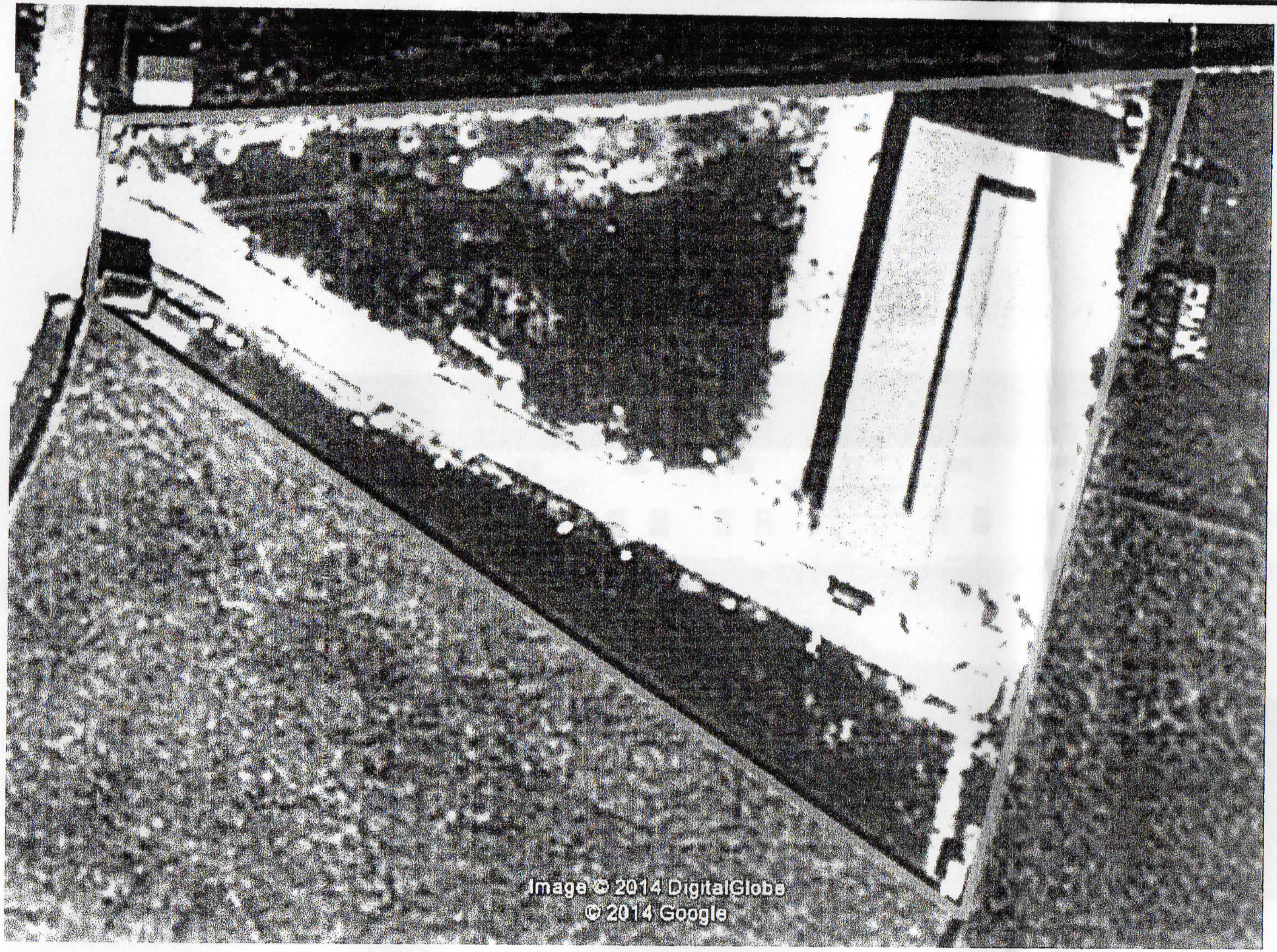


PLAN VIEW OF WORK SHOP AREA

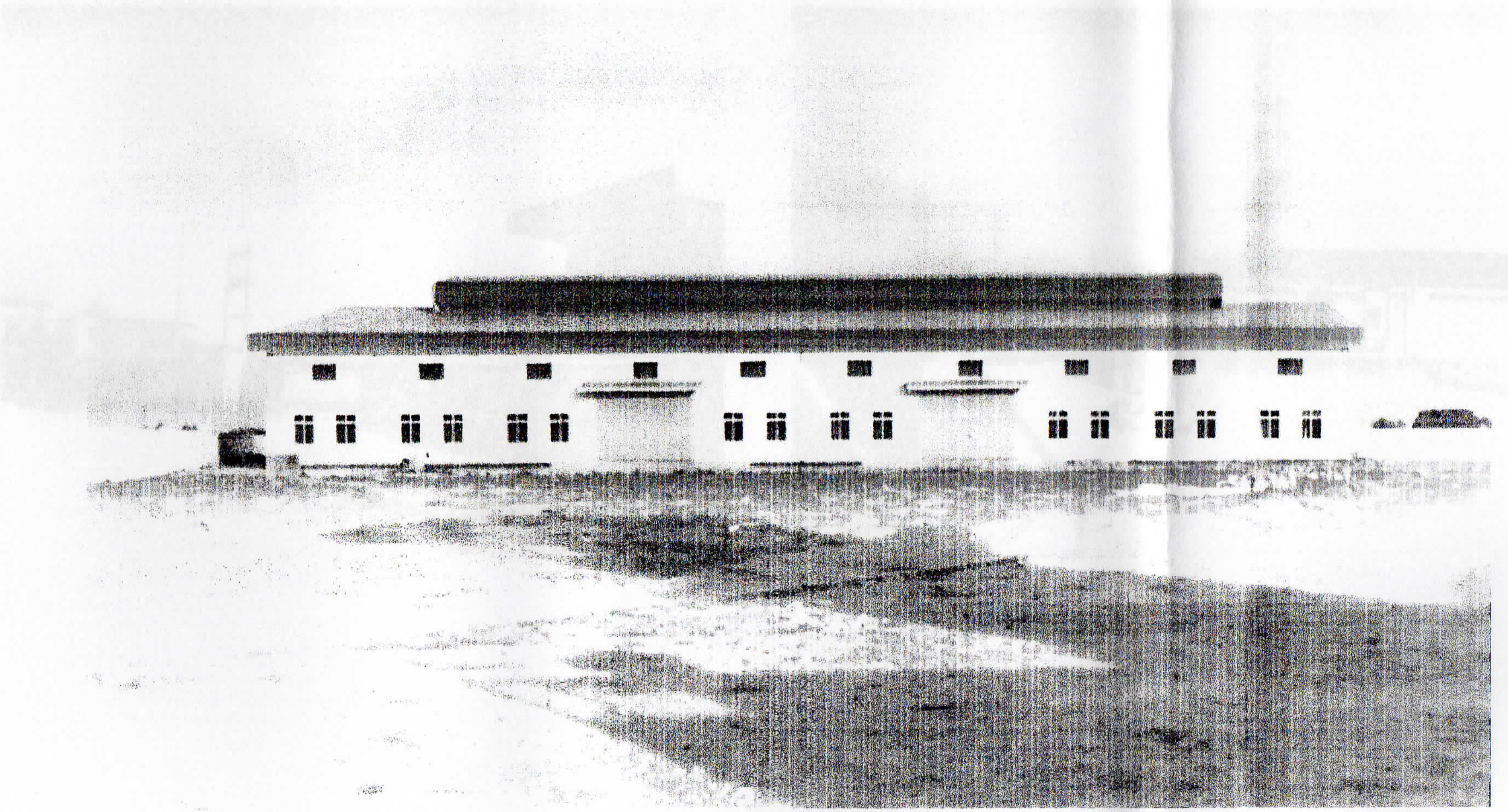
Location Map of OilTech (Myanmar) Ltd.



<u>No. 183 Makayar Minthar Road, Dagon Seikkan Industrial Zone.</u>

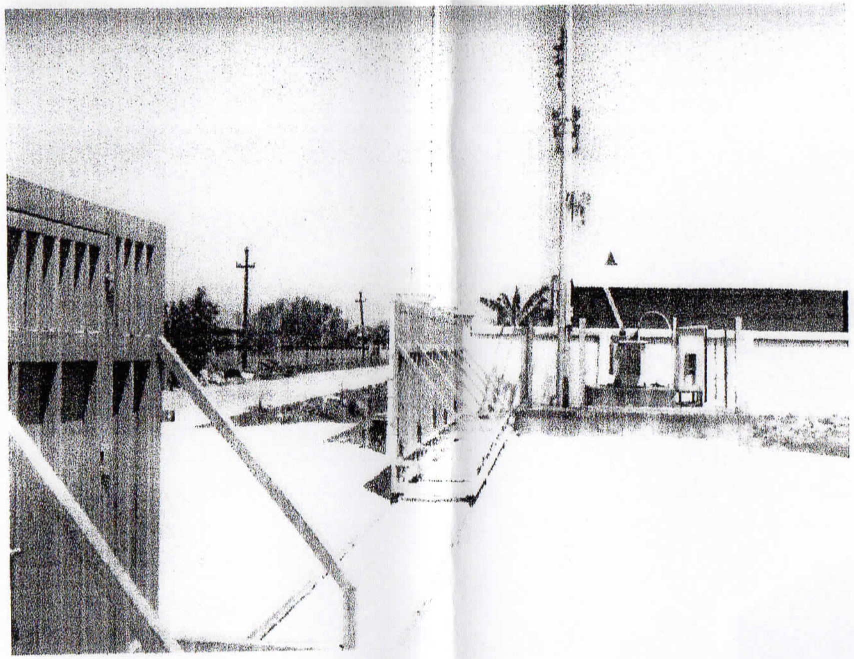


Building frontage



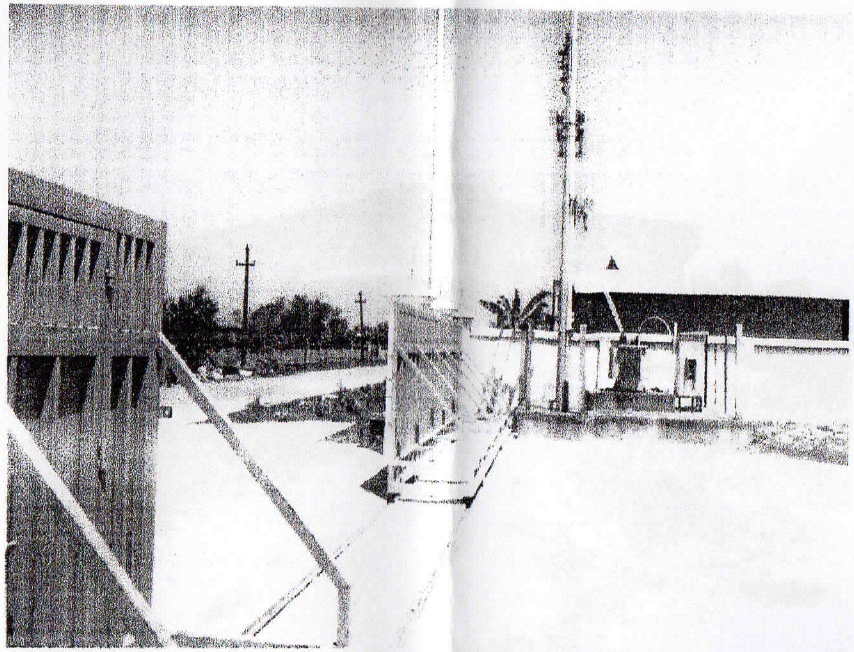
Gate entrance



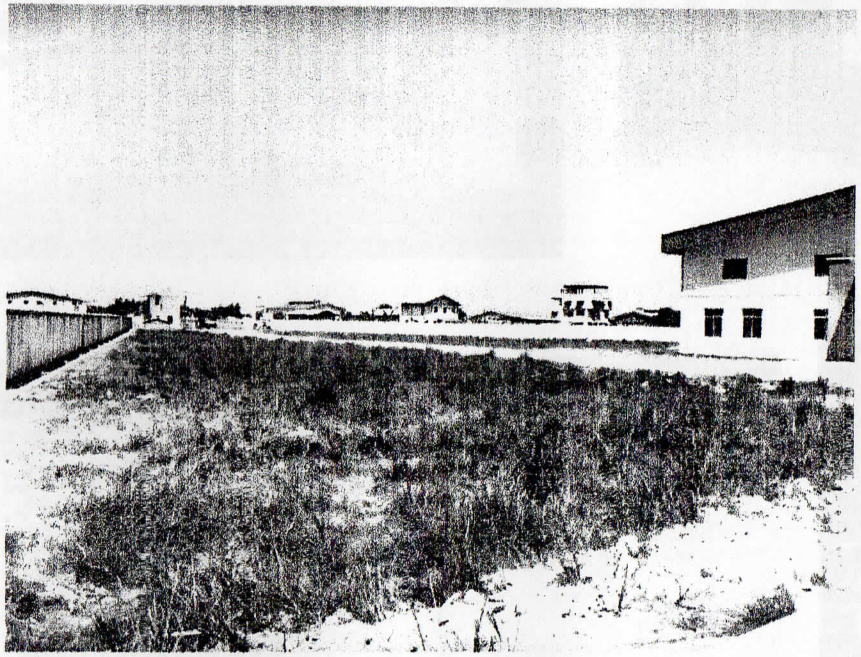


Gate entrance

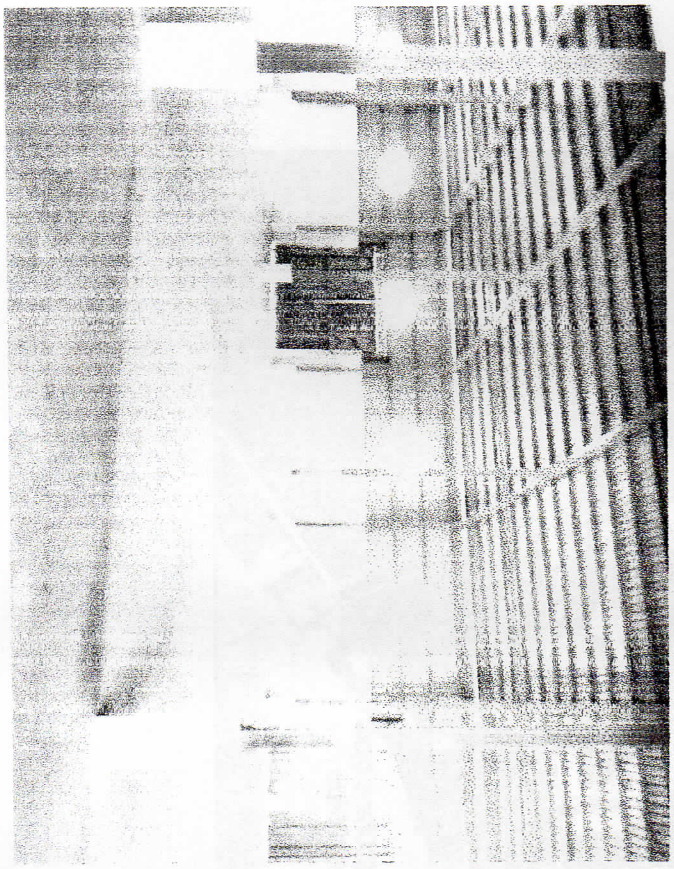




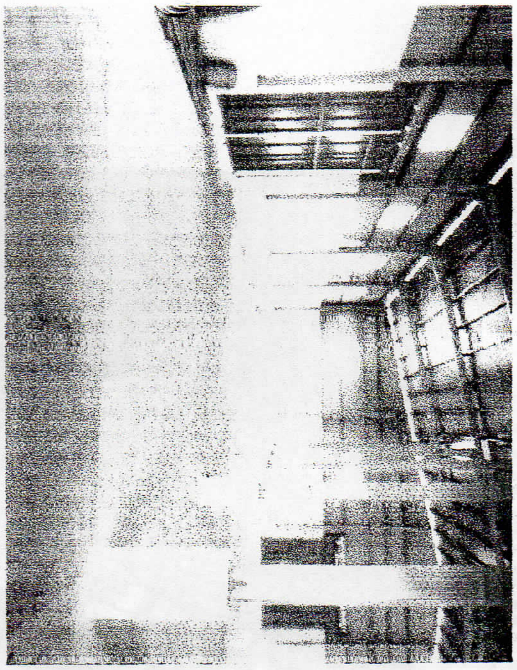
Building frontage

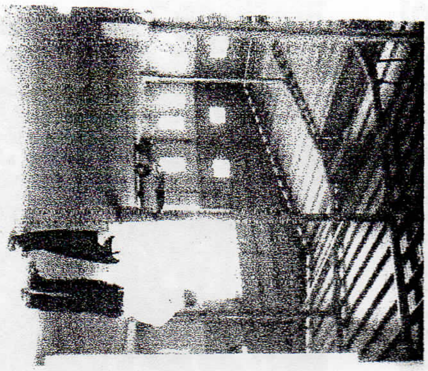














ZMW

LEASE OF LAND AND BUILDING AGREEMENT (DRAFT)

BETWEEN

U Ye Htoo Aung (Landlord)

AND

OilTech (Myanmar) Limited

……….. 2014

LEASE OF LAND AND BUILDING AGREEMENT (DRAFT)

BETWEEN

U Ye Htoo Aung (Landlord)

AND

OilTech (Myanmar) Limited

This Lease Agreement (hereinafter referred to as the "Lease") is made in Yangon on …………, 2014.

Between

LANDLORD U YE HTOO AUNG, (hereinafter referred to as "the Lessor", which expression shall be taken to mean and include its successors, legal representatives and permitted assigns except where the context requires another and different meaning) represented by its of the one part.

And

OilTech (Myanmar) Limited registered in the Republic of Union of Myanmar (hereinafter referred to as "the Lessee" which expression shall be taken to mean and include its successors, legal representatives and permitted assigns except where the context requires another and different meaning) represented by its General Manager of the other part.

The Lessor and the Lessee are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS, the Lessee is desirous for the purpose of conducting machine shop business for OCTG (Oil Country Tubular Goods) customers on the piece or parcel of land together with the existing premises described hereunder.

WHEREAS, the Lessor agrees to lease as described by the Lessee on the following terms and conditions.

1. Warehouse with total usage area of approximately 11088.4 square meters or 2.74 Acre.
2. Main Concrete Road from the entrance to the warehouse
3. Water Supply Well and Storage Tank
4. Drainage System
5. Small Guard's house
6. Three-phase electrical wiring from main line, with 315 KVA transformer

HOW THERFORE, this Lease witness as follows:

In consideration of the rent hereinafter reserved and the covenants by the Lessee hereinafter contained, the Lessor hereby lease unto the Lessee the said piece or parcel of land with total area of approximately 2.74 acre or 11088.4 Square Meters in No. 183, Maka Yar MinThar Gyi Road, Dagon Seikkan Township,Yangon Division.

For the term of first 20 (Twenty) years and will extend for another 10 (Ten) years after negotiation by both, yielding and paying therefore an annual rent calculated in the manner herein below described payable to the Lessor every year.

(a) The rent shall be calculated at 72,000 US$ per year or 6,000 US$ per month for the first year operation period of the factory.

Payment of the rent shall be made as follows:

(i) Starting date of the payment of the rent shall be calculated from the date of official commercial operation of conducting machine shop business for OCTG (Oil Country Tubular Goods) customers.

(ii) Payment of the rent shall be made in advance annually within the first month of every full leasing year.

(iii) Payment shall be remitted to the Lessor in the form as will be agreed upon by the Parties from time to time.

(iv) To ensure that all activities and operations carried out by the lessee on the leased land are in conformity and in accordance with the laws of the Republic of Union of Myanmar.

(b) The rent mutually agreed shall be as follows:

- **Year 1** rent fixed at 72,000US$ per year or 6,000 US$ per month
- **Year 2** rent escalation of 3% or total rent of 74,160 US$ per year or 6,180 US$ per month
- **Year 3** rent escalation of 5% or total rent of 77,868 US$ per year or 6,489 US$ per month
- **Year 4** rent escalation of 6% or total rent of 82,536 US$ per year or 6,878 US$ per month
- **Year 5** rent escalation of 6% or total rent of 87,492 US$ per year or 7,291 US$ per month
- **Year 6** rent escalation of 6% or total rent of 92,736 US$ per year or 7,728 US$ per month

And revised every 6 (six) years, the increased rent will be discuss and mutually agreed by both parties negotiation.

1. LEASE OF LAND AND DURATION

1.1 This Lease shall be terminated at the end of the lease term of 20 (Twenty) years subject to Clause 1 with an option to extend for another 10 (Ten) years. Upon termination, the land shall be transferred to the Lessor.

1.2 At the end of the lease period the property must return to the landlord as it situated condition according to the Transfer of Property ACT.

1.3 The Lessee hereby covenants with the Lessor for the following:

(a) To pay the said rent on the days and in the manner herein mentioned and also to pay for the charges collectable by the respective authorities with respect to any services supplied.

(b) Not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created without the prior approval of the Lessor:

(c) To ensure that all activities and operations carried out by the Lessee on the leased land are in conformity and in accordance with the laws of the Republic of Union of Myanmar.

2. FORCE MAJEURE

2.1

(a). If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other party under this contract, it is agreed that the effected party gives notice to the other party within (14) fourteen days after the occurrence of the cause relied upon giving full particulars in writing of such Force Majeure.

(b). The duties of such party as are effected by such Force Majeure shall with the approval of the other party, be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch Neither party shall be responsible for delay damage or lose caused by Force Majeure.

(c). The term "Force Majeure" as employed herein shall mean act of God, Restraint of a Government, Strikes, Lockout, Industrial Disturbances, Explosion, Fires, Floods, Earthquakes, Storms, Lighting and every any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

3. GOVERNING LAW

3.1 Both parties shall carry out their obligations arising out of this Lease in accordance with the laws, rules, regulations, directives and procedures of the Republic of Union of Myanmar.

4. ARBITRATION

4.1 In the event of any dispute arising between the parties to this Lease which cannot be settled amicably, such dispute shall be settled in the Republic of Union of Myanmar by arbitration. The arbitration proceedings shall in all respects conform to the Arbitration Act 1944 (Myanmar Act No IV of 1944) or any subsisting statutory modifications thereof. The venue of arbitration shall be Yangon, Myanmar the arbitration fees shall be borne by the losing party.

5. AMENDMENT OF THE AGREEMENT

5.1 Any amendment or modification to this lease shall be in writing by the authorized representatives of both parties and submitted to the Myanmar Investment Commission for approval. Such amendment or modification shall become an integral part of this lease upon approval being given.

6. MINERAL RESOURCES AND TREASURES

6.1 Mineral resources, treasures, gems and the natural resources discovered unexpectedly from, in or under the leased land during the term of this Lease Agreement shall be the property to the Lesser, the Lesser shall be at liberty to excavate the aforesaid at anytime.

7. GENERAL

7.1 The Lessee paying the rent hereinbefore mentioned, and performing and observing the covenants hereinbefore contained, the Lessor hereby covenants with the Lessee for the following.

(a) The Lessee may peacefully and quietly hold the leased land during the term of the lease without any interruption or disturbance of whatsoever nature by the Lessor or any person lawfully claiming to represent the Lessor.

(b) Shall pay only land revenue.

7.2 It is hereby mutually agreed that if the Lessee shall in any substantial respect fail to perform or observe the terms and conditions of this Lease and fails to rectify such non-performance or non-observance in compliance with 30 (thirty) days notice issued by the.

7.3 This Lease Agreement shall be terminated through the service of 90 days notice by either party hereto upon the occurrence of any of the following events, subject to the approval of Myanmar Investment Commission:

(a) Breach of conditions of this Lease Agreement by one of the parties without rectification within 60 days from the written modification of other party.

(b) Force majeure persisting for more than 6 months from the occurrence thereof:

(c) Date of expiry of this Lease Agreement.

7.4 This Lease may be renewed before the end of the lease period by mutual consent in writing. If the Lessee wishes to renew this Lease, written notice of intention to renew the same must be given 6 (six) months in advance to the Lessor.

7.5 In the event of any situation or condition arises due to circumstances not envisaged in this Lease and warrants amendments to this Lease, the Parties shall make necessary amendments and submit such amendments to the Myanmar Investment Commission for approval.

7.6 This Lease is conditional upon receipt of all necessary requisite approvals for its performance and implementation from the relevant government authorities of the Republic of Union of Myanmar.

7.7 Each party represents and warrants the other party that it is a legal person duly authorized under the relevant laws and has the right, power, and sound financial standing and authority to enter into this Lease.

7.8 The Lessee shall compasory implement waste water treatment and disposes out system which would protect the environmental pollution of the locality from befalling according to the rules, regulation, laws and directives of the Republic of Union of Myanmar.

7.9 This Lease Agreement shall come into effect from the date of signing by both parties.

7.10 If the provisions of Lease Agreement are in conflict or inconsistent with the provisions of Joint Venture Agreement, Memorandum of Association and Articles of Association of the Joint Venture Company, the provisions of Lease Agreement shall prevail.

NOTICE

Any notice or other communication required to be give or sent hereunder shall be in English language and be left or sent by prepaid registered post (airmail, if oversea) or telex or facsimile transmission or international courier to the party concerned at its address given underneath or such other address as the party concerned shall have notified in concurrence with this clause to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day, month and year first mentioned above.

For and on behalf of

....	....
LANDLORD	**OilTech (Myanmar) Limited**
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In the presence of

1. -------------------------	1. -------------------------
2. -------------------------	2. -------------------------

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မြေငှားစာချုပ်

၂၂၅၄

၂၀၁၂ ခုနှစ် (မြေငှား) အမှတ်စဉ် အမှတ် ၃၈၁၆/ကမ(ရှ.၁) အရ ထုတ်ပေးသည်။
၃၂၈/၂၀၁၂

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ" ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့်စကားရပ်တွင် မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

နှင့် ရန်ကုန် မြို့နေ ဦး ဗိုလ်မှူးကြီး ခင်မောင်ထူး ၏ သား/သမီး ဖြစ်သော

ဦး ရဲထူးအောင် အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၁/စတဒ(နိုင်)၀၀၄၄၅၂ (နောင်တွင် "အငှားစာချုပ်ရသူ"

ဟု ရည်ညွှန်းသည်။) တို့၊ ၁၃၇၄ ခုနှစ်၊ ဝါခေါင် လဆန်း/လပြည့်ကျော် ၁၂ ရက်နေ့၊ ခရစ် ၂၀၁၂ ခုနှစ်

(စက်တင်ဘာ လ ၁၃ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

စာချုပ်ပါ သက်သေခံချက်

အငှား စာချုပ်သူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွအငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓာတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကွာရီ (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကိုနှောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့် အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ကော်ပီမှန် [illegible]
ညွှန်ကြား [illegible] ၁၂၉၇ ကို

ထို့ကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ၁၃. ၉. ၂၀၁၂ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလအပိုင်းအခြား အတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၇၂ ခုနှစ် စက်တင်ဘာ လ ၁၃ ရက်နေ့၌ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၂၉၈၉ ပြား (ကျပ်နှစ်ထောင့်ကိုးရာရှစ်ဆယ့်ကိုး) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင်လည်းကောင်း ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယတစ်ဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက် အပိုဒ် ၃-တွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင် ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည် -

(က) အထက်၌ မြေငှားခကိုပေးသော နေ့ သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့်အတိုင်း စက်မှုလက်မှုလုပ်ငန်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌သော်လည်းကောင်း အဆိုပါ နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အခများကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆ လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ အကောင်းဆုံး နိုင်ခဲ့သော စက်မှုလက်မှုလုပ်ငန်း ဆိုင်ရာ စည်းမျဉ်းများနှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုသို့ စက်မှုလက်မှုလုပ်ငန်း အဆောက်အအုံ အိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် ရေပိုက်များချထားလျှင် စက်မှုလက်မှုလုပ်ငန်း ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော စက်မှုလက်မှုလုပ်ငန်း ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါ မြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ တပြင် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြား အတွင်းအဆိုပါ မြေကွက်ကို စက်မှုလက်မှုလုပ်ငန်း လုပ်ကိုင်ရန် အတွက်မှတပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ် တွင် ဆောက်လုပ်သည့် စက်မှုလက်မှု လုပ်ငန်းအိမ်မှအပ တစ်ပါးအခြားအတွက် အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ တပြင် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်ပါ စက်မှုလက်မှုလုပ်ငန်း စပ်လျဉ်း၍ မှုံသည်ကို မတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော် အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်း သင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက် တည်ရှိသည့်အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသောပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကို အငှားချထား သူအား အေးအေးဆေးဆေးပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ် ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးအေးဆေးဆေး ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

၂၀၁၁

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမှုသာဖြစ်၍ ၃၀ ခုနှစ် အတွင်းတွင် ဖြစ်စေ ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေ ကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုစွဲနိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက် ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ် ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

ထိခိုက်မှု ... ဆိုးမြေကွက်

စေ၊ တွင်တည်ရှိသော ...

ညွှန်ကြားရေးမှူးချုပ်

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအ ... ပြုလုပ်ပေး ...

(က) အပိုဒ် ၂-အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်၍ ... စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက် အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကို ပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ဖောက်ဖျက်သည့်အတွက် နစ်နာမှုကို ပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျွန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည်သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသော်တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ဖျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂-အရ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူက နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည့်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံ ချက်များ မပိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ် ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေ အတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၂၇) ခုနှစ်၊ စက်တင်ဘာ လ၊ (၁၂)ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံး သည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား ရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှခြောက်လ အတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောင် ... ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရေ ... အဆိုပါညွှန်ကြားရေးမှူး ... [illegible] သည် ဥ ... ဆောင်ခြင်းသည့်နေ့တွင် လက်မှတ်ရေးထိုး ...

... (ဆိပ်ကမ်း) မြို့နယ် ... ကွက်အမှတ် [illegible]

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ... ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့ - ရန်ကုန်

၁ - ၈

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦး[illegible]   တံဆိပ်   ညွှန်ကြား

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဦး[illegible]   ဒုတိယညွှန်

နှင့် ညွှန်ကြားရေးမှူး ဦး[illegible] တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

ညွှန်ကြား

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ဦး[illegible]

အငှားစာချုပ်ရသူ [illegible] က
လက်မှတ်ရေးထိုးသည်။

အငှားစာချု

အသိသက်သေ။

၁။ [illegible]

၂။

(သက်နိုင်)
လက်ထောက်ညွှန်ကြား[redacted] ရေးယာ
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(ခင်မောင်ကြွယ်)
ဦး စီး အ ရာ ရှိ
မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်)
မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

အထက်တွင် ရည်ညွှန်းထားသည့် မြေယာ

ခွင့်ပြုပြီးမြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ____________
မြေတိုင်းရပ်ကွက်အမှတ် [illegible]
ရန်ကုန်မြို့ [illegible] (ဆိပ်ကမ်း) မြို့နယ်။

အတွင်းရှိ ____________ တန်းစား မြေကွက်အမှတ် ၁၈၃ ... မောင်သန်း-၁)
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၈၇' / ၄၁၀' ပေ၊ အနံ ၅၁၂' / ၅၀၀' ပေခန့်ရှိသော အ ... မြေတိုင်း-၄ ... တိုင်းဌာနခွဲ
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တောင်လားသော် [illegible] ၁၈၂
မြောက်လားသော် [illegible] ၁၈၄/B
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ပုံစံ

ရန်ကုန်မြို့တော်

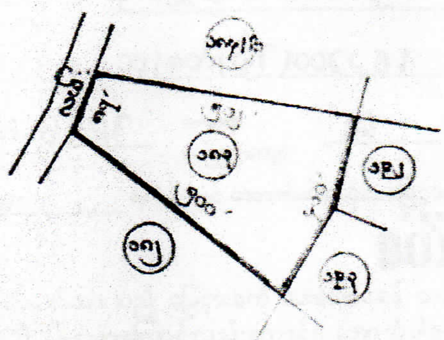
ဆိုင်အခိုင်ပုံစံ

အကွက် - ၂၂

----[illegible]---- မြို့နယ်၊ လူနေရပ်ကွက်အမှတ် --------------------

မြေတိုင်းရပ်ကွက်အမှတ် --[illegible] (၁)-- မှ မြေကွက်အမှတ် ----------[illegible]---------- ၏မြေပုံ

၁ - လက်မလျှင် ၃၀၀ ပေ စကေး



ရှည်ညွှန်းချက်

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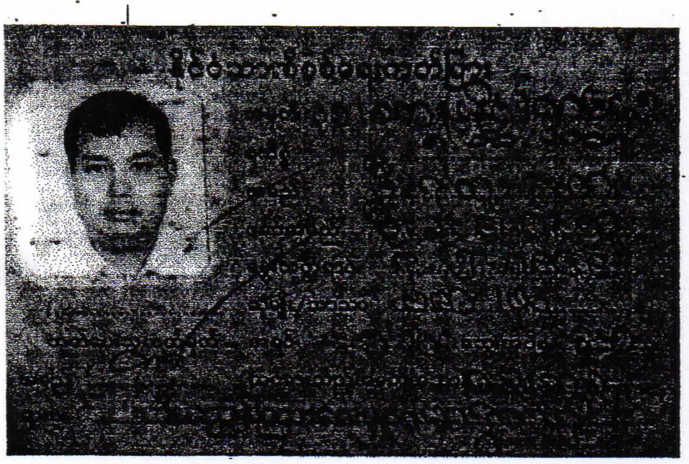
စတုရန်းပေ ------[illegible]------

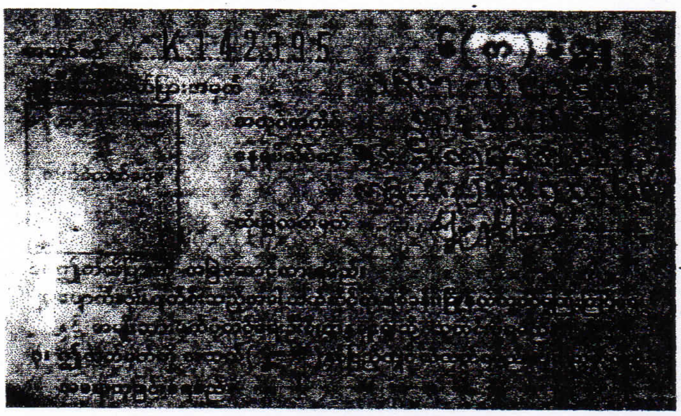
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(ခင်မောင်သန်းဦး)
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ဇာထောင်းရှိန် (ခ) တိုသောင်း
မြေတိုင်း - ၃
မြေတိုင်းဌာနခွဲ

ဒုတိယညွှန်ကြားရေးမှူး
မြေတိုင်းဌာနခွဲ
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ဆောက်လုပ်ရေးဝန်ကြီးဌာန




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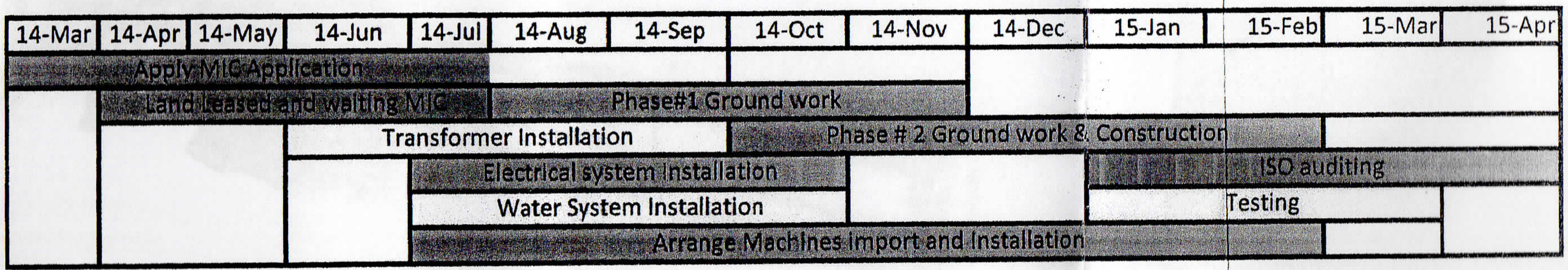
OilTech (Myanmar) Limited.
Objectives & Construction Timeline Plan

OilTech
Your Preferred Oilfield Services Partner

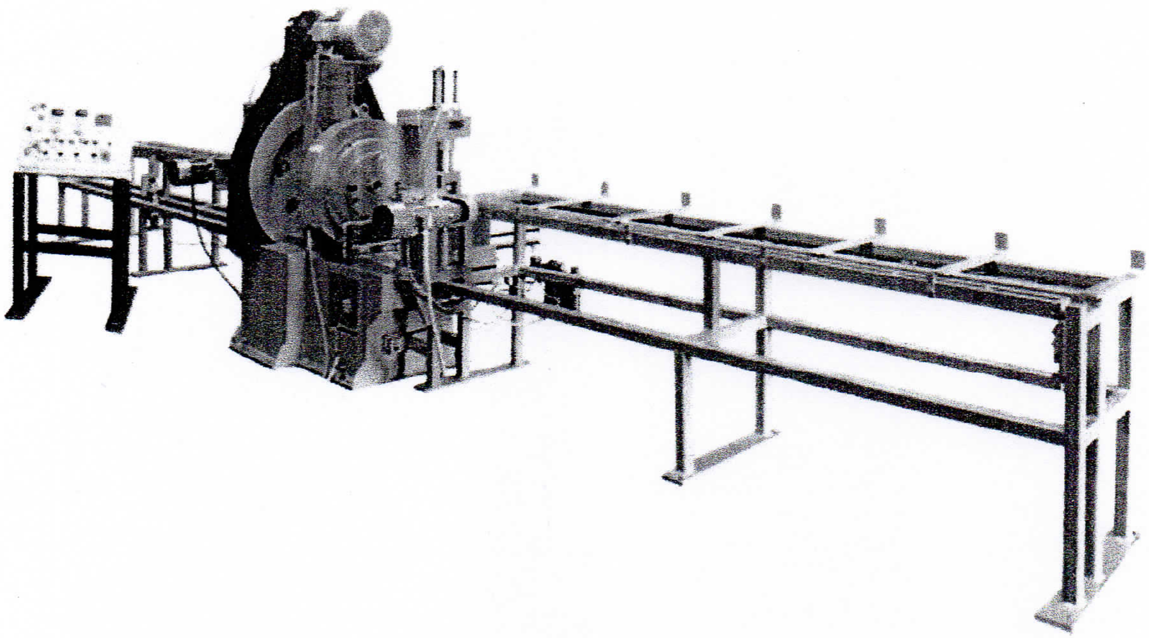
OilTech Group Business Objectives.

1. Provision of machine shop work, repairs for drilling and tubular tools, drilling equipment and inspection.
2. Custom design and fabrication of tubular accessories.
3. Supply and trade of OCTG, line pipes and all related materials in the oil and gas industry
4. Authorised representation of steel mills and associated manufacturers.

Construction Timeline



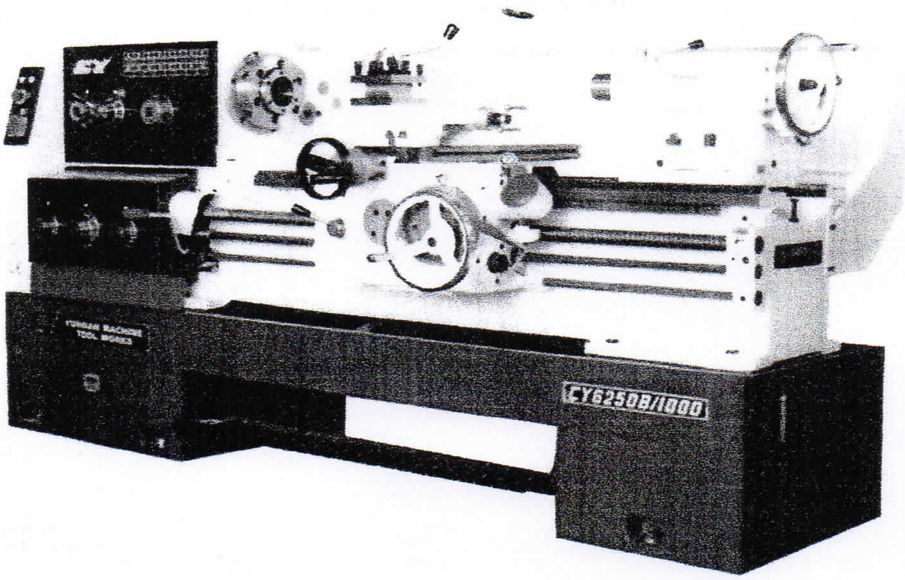
Swaging Machine



Swaging machine [JME/SW SERIES]

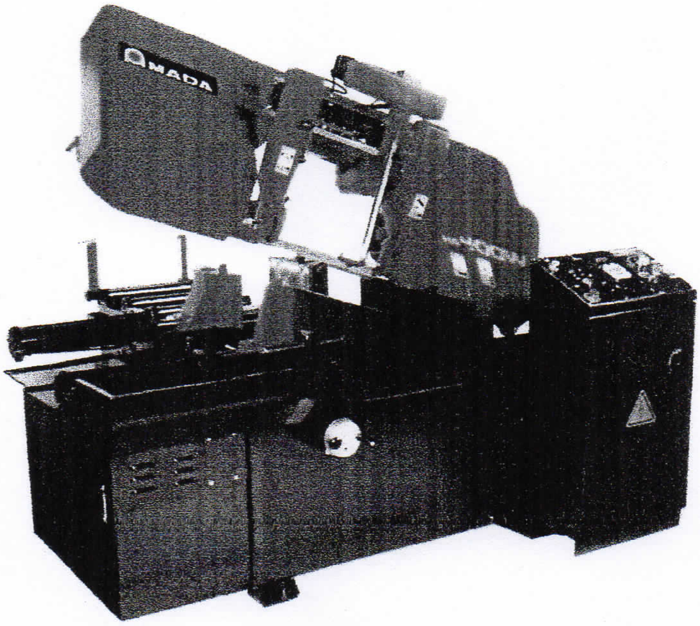
Sr. no	Min Dia mm	Min Dia mm	Max. wall thk mm	Motor H.P.
SW 12	2	12	1	1
SW 20	3	16	1.2	1.5
	4.5	22	1.6	3
SW 25	6	30	3	5
SW 30	7	35	3.5	7.5
SW 50	9	52	5	10
SW 60	12	65	7	15
SW 70	16	75	8	20
SW 80	25	90	9	25

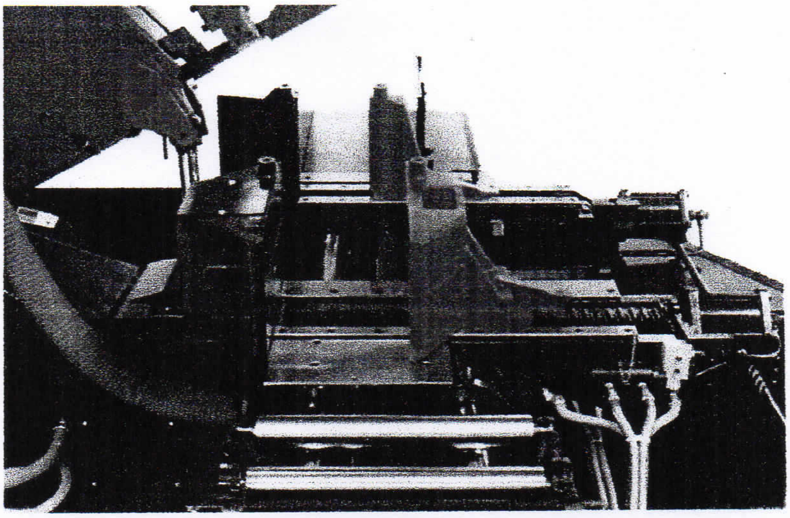
UNIVERSAL LATHE



Specification/Model	CY6250B	CY6166B	CY6266B	CY6150L	CY6250L	CY6166L	CY6266L	CY6176L	CY6276L
Distance between centers	1000,1500,2000,3000,4000,5000m (4000mm & 5000mm only for CY61 series								
Width of bed	390mm								
Swing over bed	500mm	600mm		500mm		660mm		760mm	
Swing over cross slide	300mm	430mm		300mm		430mm		530mm	
Swing in gap	710mm		870mm		710mm		870mm		970mm
Width of gap	240mm		240mm		240mm		240mm		240mm
Spindle nose	D8								
Spindle bore diameter	ϕ82mm			ϕ105mm					
Spindle taper	MT6			1:20					
Spindle speed	9 - 1600rpm (24 steps)			6 - 112rpm (24 steps)					
Max output torque of spindle	1500N.m								
Range of longitudinal feed	0.028 - 6.43mm/rev			0.063 - 643 mm/rev (0.0025 - 0.25in/rev)					
Range of cross feed	0.12 - 2.73mm/rev			0.027 - 2.73 mm/rev (0.00106 - 0.107in/rev)					
Lead screw pitch	12mm (metric system) / 2TPI (inch system)								
Metric threads	0.5 - 224mm (48 pitches)			1 - 224mm (46 pitches)					
Inch system threads	72 - 1/8TPI (46 pitches			28 - 1/8TPI (42 pitches)					
Module threads	0.5 - 112mm (42 pitches)								
Diameter pitch thread	56 - 1/4DP (45 pitches)								
Cross slide travel	340mm	360mm		340mm		360mm		360mm	
Top side travel	150mm	200mm		150mm		200mm		200mm	
Longitudinal rapid traveling speed	4.5m/min (50HZ) / 5.4m/min (60HZ)								
Transversal rapid traveling speed	1.9m/min (50HZ) /2.3m/min (60HZ)								
Tailstock quill taper	MT5								
Tailstock quill max travel	150mm								
Tailstock quill diameter	75mm								
Rapic feed motor	250W 1360rpm								
Coolant pump motor	90W 25l/min								

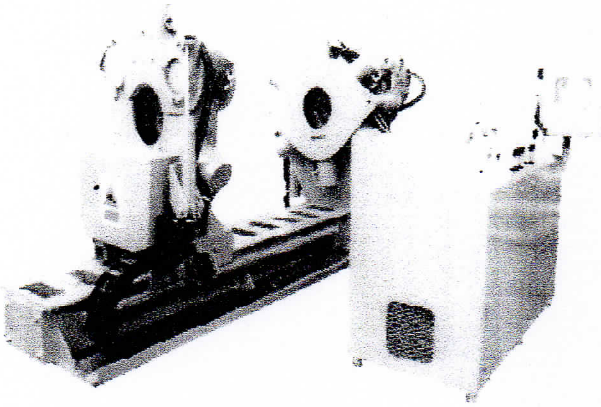
HA400W

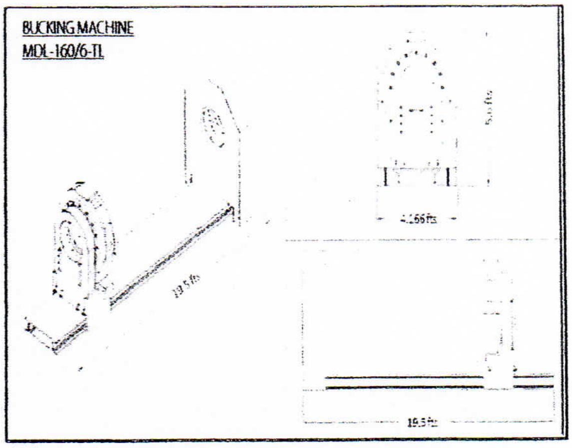




Capacity			
Cutting Capacity	Round (Diameter)	0.5" - 16"	13 - 420 mm
	Rectangle (W x H)	16" x 16"	400 x 400 mm
Work Load Capacity		5511 lbs.	2500 kg.
Blade and Vise Operation			
Saw Blade	Dimensions (L x T x W)	15' x 0.050" x 1-1/2"	4570 x 1.3 x 41 mm
	Blade Speed	50-295 ft./min, 60Hz Stepless	15-90 m/min, 60Hz Stepless
	Tension Control	Hydraulic	
Blade Control	Top Limit Setting	Automatic Setting with Quick Approach Feeder	
	Cutting Control	Oil Pressure Flow Control Valve	
Vise Operation	Type	Main and Rear Vise	
	Control	Hydraulic Full-Stroke Cylinder	
Motors			
Motors	Saw Blade Motor	7 HP	5.5 kW
	Hydraulic Pump Motor	2 HP	1.5 kW
	Cutting Fluid Pump Motor	1/4 HP	0.18 kW
Power Requirements			
Power Requirements	Power Supply Voltage	AC220±10%, 3 PH, 60 Hz	
		(Or AC440V, 3PH, 60Hz)	
	Power Requirement	12.8 kVA	
Cutting Fluid and Hydraulic			
Cutting Fluid	Tank Capacity	31.5 gal.	120 Liters
	Pump Type	Electric	
Hydraulic	Tank Capacity	10.5 gal.	40 Liters
	Pressure Setting	498 psi	3.5 MPa(35 kgf/cm²)
Chip Disposal			
Chip Disposal	Chip Conveyor		
Material Index			
Material Index	Index Mechanism	Shuttle Vise	
	Stroke	19.6" (Maximum 9 times index)	500 mm (Maximum 9 times index)
	Length	0.394" - 177"	10.0 - 4500 mm
	number of Input Stations	1	
	Number of Cut-Off Pieces	Jan-99	
	Remnant Length	3"	76 mm
Dimensions and Weight			
Machine Dimensions (W x L x H)	Head Up Position	95.5" x 106.3" x 95.5"	2426 x 2701 x 2425 mm
	Head Down Position	90.0" x 106.3" x 62.4"	2285 x 2701 x 1585 mm
Table Height (Above Floor)		31.5"	800 mm
Machine Weight		4851 lbs.	2200 kg.

BUCKING MACHINE (MDL-160/6 TL)





SPECIFICATION

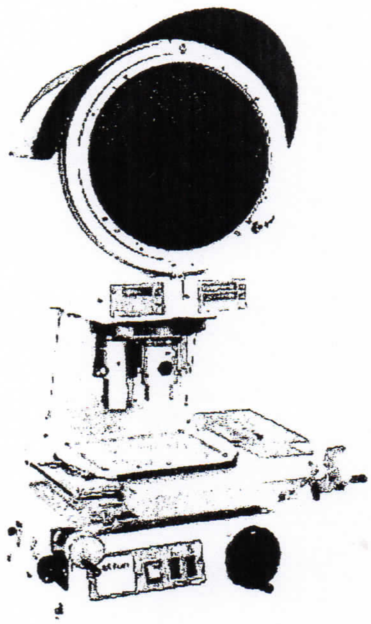
• Fixed Headstock diameter capacity	14.40"
• Travelling Tailstock diameter capacity	14.40"
Tailstock has a Top Open option available for easy loading of tools into the machine.	No
• Make Torque Max	50,000 FT-LB
• Break Torque Max	50,000 FT-LB
• Approximate Length Of Unit (FT)	19.50 FT
• Approximate Width Of Unit (FT)	4.20 FT
• Approximate Height Of Unit (FT)	5.60 FT
• Approximate Total Weight (TONNE)	5 Tonnes
• Operating working pressure (PSI)	500 - 2,000 PSI
• No changing of Jaws	See Remark
• Self-Centering cylinders for safe centering of tools	N/A
• Optional Floating Head & Tailstock for offset connections	N/A

Remark

1) Supply with Torque / Turn control unit , Pipe Load Station and Calibrated Load Cell

2) Jaws set cover API Tubing / Casing from 2 3/8" - 13 3/8"

Profile Projector V-12B

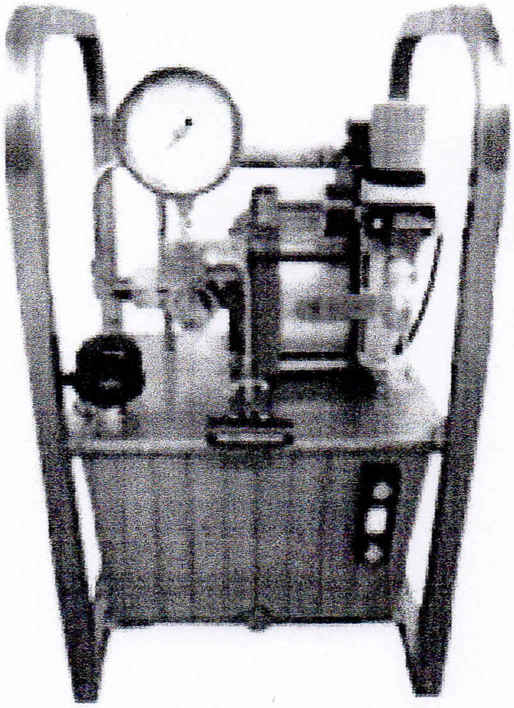


SPECIFICATIONS

- **Projection Screen :**
  V-12BDC and V-12BD provided with digital protractor fine rotation knob, 360 degree rotation (reading to 1 minute arc);
- **XY Counter :**
  V-12BDC - Built in (1 mm/0.5 mm selectable); V-12BD - Not Provided; V-12BSC - Built in (1 mm/0.5 mm selectable); V-12BS - Not Provided
- **Max. Height of Specimen :**
  100mm (4.0 in) with 8x6, 6x4, 4x4, O3L and 2x2
- **Power Source (2 Types) :**
  110 VAC (50/60Hz); 220VAC (50/60 Hz)
- **Max. Load Capacity :**
  15 kg. (33.0 lb.) with 8x6 and 6x4, 6 kg (13.2 lb.) with 4x4, 5 kg (11.0 lb.) with O3L, 5 kg (11.0 lb.) with 2x2
- **Dimensions :**
  409 x 648 x 970-1070 mm (16.1x25.5x38.2-42.1 in)
- **Projection Lenses :**
  5x, 10x, 20x, 25x, 50x, 100x, 200x and 500x. 3-lens turret; clamp screw type
- **Stage :**
  8x6, 6x4, 4x4, O3L and 2x2
- **Vertical Surface Illumination :**
  All projection lenses feature internal half-reflecting mirrors which are prealigned to the built in vertical surface illuminator. 500x lens should be used with an EPI Condenser Lens
- **Weight :**
  Approx. 80 kg. (176.4 lb.)
- **Magnificaiton Accuracy :**
  Contour illumination +/- 0.1%, vertical/oblique surface illumination +/-0.15%
- **Image :**
  Erect and unreversed
- **Illumination :**
  High/low light intensity control. 24V 150W halogen lamp
- **Oblique Illumination :**
  Oblique surface illumination can be obtained by tilting EPI illumination unit

High Pressure Power Units

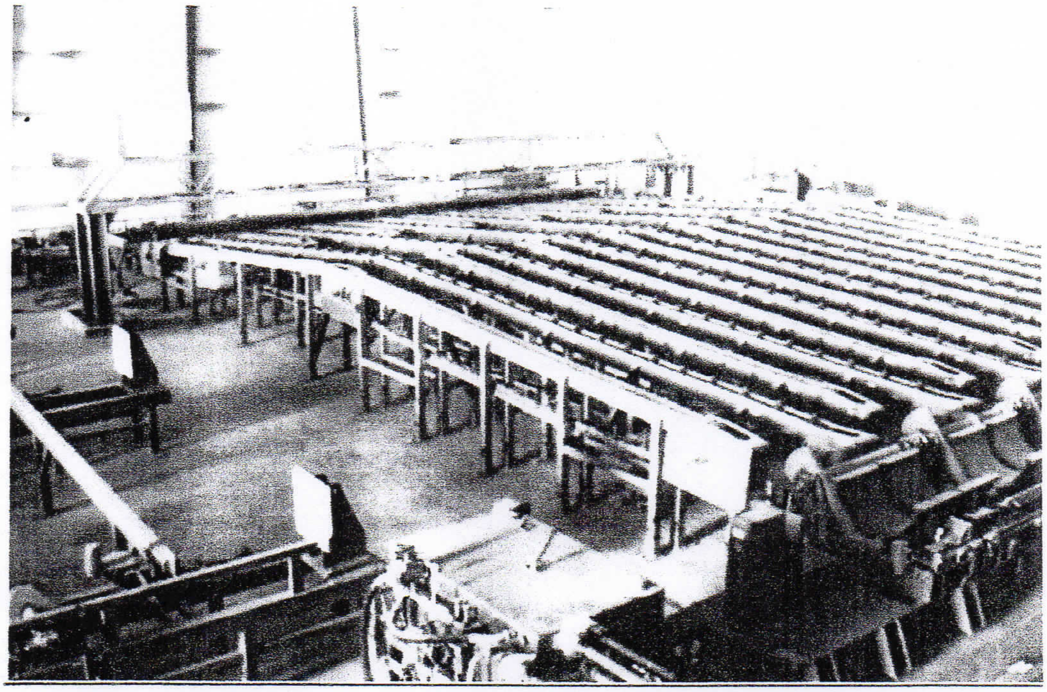
- Easy to operate
- No electrical power
- No lubrication required
- Safety enclosures are optional
- Full Alloy Reservoir C W Level Gauge and Filler Breather
- Stainless Steel Roll Cage
- Special Liquid Filled Pressure Gauge
- Filter Regulater to control output pressure

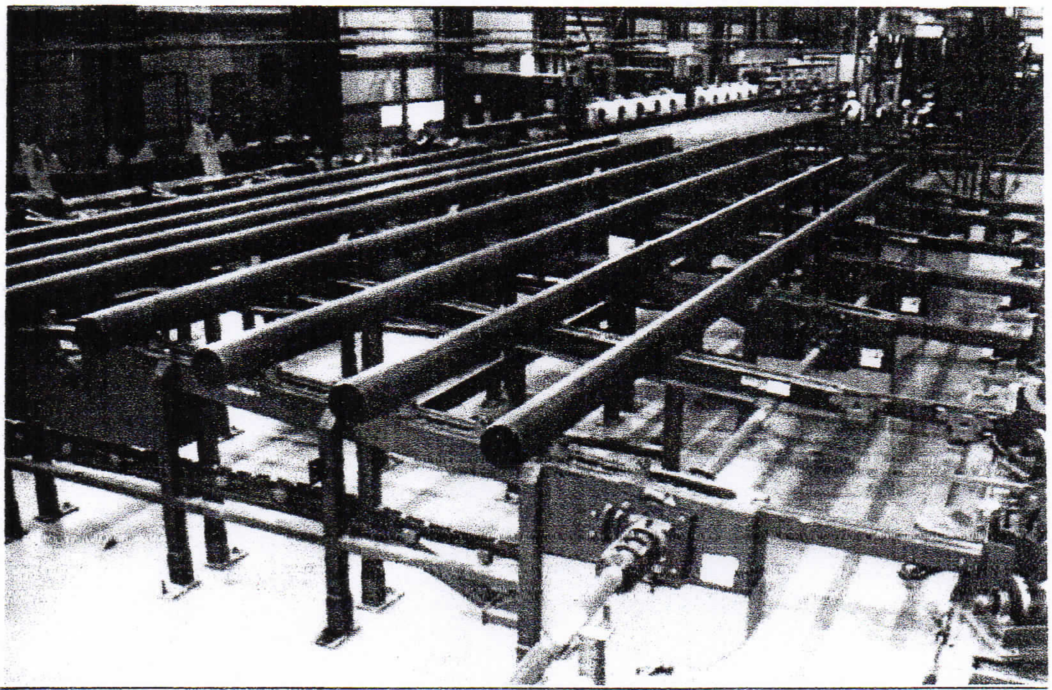


Maximator Air Driven Hydraulic Pumps generate pressures up to 80,000 psi (5,500 bar).

Description	MPU-G250		MPU-G500	
	Metric	Imperial	Metric	Imperial
Working Pressure	2,700 bar	38,500 psi	4,500 bar	65,000 psi
Flow Rate	0.77 ltrs/min	0.2 gal/min	0.39 ltr/min	0.1 gal/min
Tank Capacity	16 ltrs	4.2 Gallons	16 ltrs	4.2 Gallons
High Pressure Gauge	2,500 bar	35,000 psi	4,000 bar	60,000 psi
Gauge Size	100 mm	4 in	150 mm	6 in
Air Supply	0-10 Bar	0-145 psi	0-10 bar	0-145 psi
Skid Dimensions W x D x H	38 x 38x 65 mm	15 x 15 x 26 in	38 x 38 x 65 cm	15 x 15 x 26 in
Weight	30 kg	66 lb	30 kg	66 lg

Pipe Rack , Load Station





PIPE HANDLING

Wide range of pipe handling equipment in customizable layouts to meet requirements. Equipment can be integrated through the Finishing Floor to move pipe from process to process. Pipe V-Roll conveyors, drag chains, walking beams, and turning roll stations can be configured in many different layouts to achieve customer specific goals. Applicable for various conditions, the robust and modular design allows for the transportation of heavy material with high reliability and minimal maintenance.

Conveyors

The Brandt Conveyor uses v-rolls to convey pipe along its length, turning rolls rotate the pipe to allow for inspection while kick-out blades are used to laterally transport pipe to another process.

Urethane v-rolls are standard equipment, where steel v-rolls are required to handle hot pipe through certain areas. Let down blades are draw road style and index one pipe at a time onto the conveyor. They can be lined with either UHMW or Steel, depending on the application. Kick outs can be either draw rod style or lateral if the fair end is to be critically maintained. Star Wheel or Rotary kick outs are utilized to move hot product off v-rolls and onto drag chains. Rotary kick outs can also be used in areas such as post coating where gentle handling is a major concern.

Drag Chain Cooling Table

The Drag Chain cooling bed is designed to both transfer and cool down product from approximately 1000F to 300F while slowly moving pipes laterally to the next process. Counter rotation chains can be added to make the pipe rotate faster around its axis to reduce sag of the pipe and to make cooling more even.

The Drag Chain is suitable for moving heavy materials in severe condition such as high load, high temperature, and high humidity. The robust chains and sprockets make it a very common means of transportation with high reliability and low maintenance. Chain speeds can be adjusted through VFD to match the production rate.

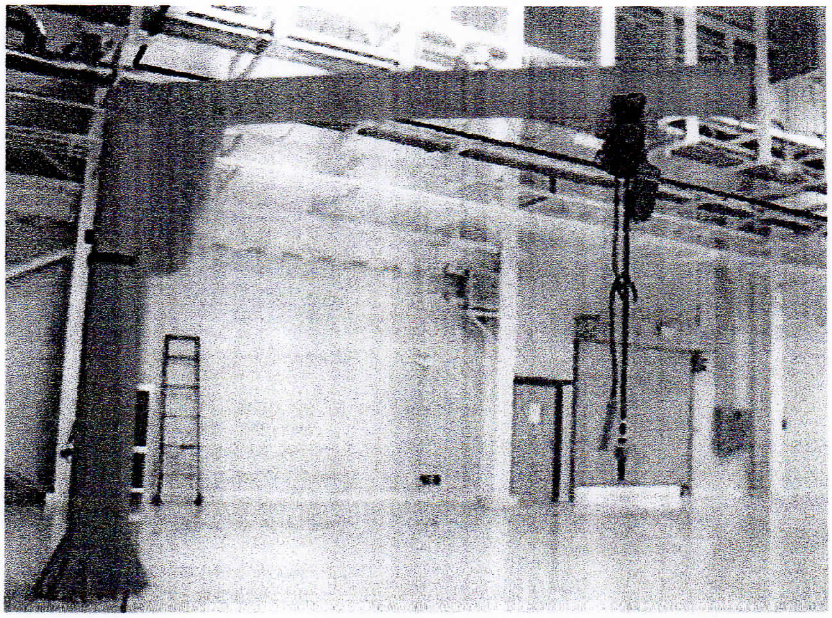
Special End Area System

Drag Chains move product laterally through customer supplied inspection booths. Speed can be adjusted through VFD to match the production rate. Pop up V-rolls and turning rolls move and rotate the pipe into and out of the booths in order to accomplish the end test efficiently.

1 ton, 2 ton Freestanding Electric Jib Crane With Wire Rope Hoist For Workshops / Warehouses

Brand Name: Encore

Model No: EJC-H



Description:

This kind of crane is small and medium size lifting equipment, safe, reliable, high efficiency, energy-saving, time-saving and labor-saving and flexible feather, in the three-dimensional space and can operate freely,
especially in the short, intensive lifting showing the occasion better than any other conventional lifting equipment unique advantages, widely used in workshops, warehouses, terminals and other fixed location.

Specifications:

Type	Capacity	Lifting speed	slewing angle	L(m)	R2(m)	R1(m)	H(m)	h(m)
EJC-F 0.25-5	250kg	8/2 m/min	360	4.18	4	1	3.91	3
EJC-F 0.5-5	500kg	4/1 m/min	360	4.16	4	1	4.07	3
EJC-F 1-5	1000kg	8/2 m/min	360	4.16	4	1	4.14	3
EJC-F 2-3	2000kg	4/1 m/min	360	3.46	3.3	1	4.14	3
EJC-F 2-5	2000kg	4/1 m/min	360	5.26	5	1.3	4.27	3
EJC-F 3-5	3000kg	8m/min	360	4.26	4	1.6	5.55	4
EJC-F 5-4	5000kg	8m/min	360	4.175	4	1.9	4.74	3
EJC-F 5-6	5000kg	8m/min	360	6.175	6.175	1.9	5.78	4

Applications:

EJC-F Type Freestanding Jib Crane is widely used to control or position the load in an area that is generally inaccessible to material handling equipment, or where the load, weight or duty cycle make it impractical to employ manual rotation.

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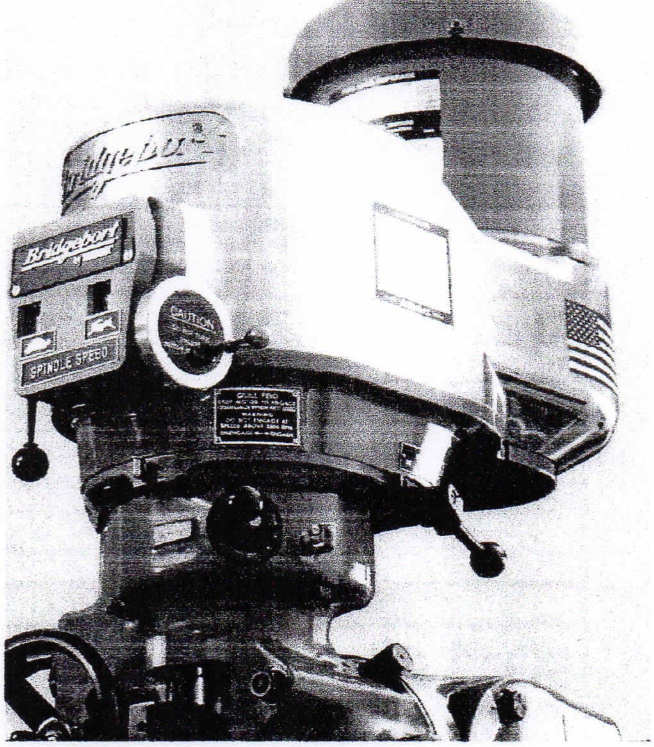
Range	
Table Travel (X-Axis)	36 in. (914 mm)
Saddle Travel (Y-Axis)	12 in. (305 mm)
Quill Travel	5 in. (127 mm)
Knee Travel (Z-Axis)*	16 in. (406 mm)
Ram Travel	12 in. (305 mm)
Throat Distance (min.)	6.75 in. (171 mm)
Throat Distance (max.)	18.75 in. (476 mm)
Table to Spindle Nose Gage Line	
(min.)	2.5 in. (64 mm)
(max.)	18.25 in. (463 mm)
Table	
Overall Size	49 x 9 in. (1245 x 229 mm)
Working Surface	49 x 9 in. (1245 x 229 mm)
T-slots Centers	3 @ 2.5 in. (64 mm)
T-slot Size	0.625 in. (16 mm)
Height above Floor (max.)	47.25 in. (1200 mm)
Weight of Workpiece (max.)	750lb (340kg)
Spindle (2J Head)	
AC Power Rating	
(30 min. duty cycle)	3 hp (2.2 kW)
(continuous)	2 hp (1.5 kW)
Spindle Taper	R-8
Tooling	R-8 Collets
Optional Spindle Taper	
Spindle Taper	#30
Tool Holder	Erickson Quick-Change #30
Speed Range	
High (infinitely variable)	500 – 4200 rpm
Low	60 – 500 rpm
Power Quill Feed	0.0015 in./rev (0.038 mm)
Manual Adjust	0.003 in./rev (0.076 mm)
	0.006 in./rev (0.152 mm)
Drilling Capacity	
Power Quill Feed	3/4 in. (19 mm)
Milling Capacity (mild steel)	3/4 in. (19 mm)
Boring Range (mild steel)	6 in. dia. (152 mm)
Spindle Diameter	1.875 in. (48 mm)
Quill Diameter	3.375 in. (86 mm)
Positioning	
Auto (X,Y)	100 ipm (2540 mm/min)
Manual (X,Y)	100 ipm (2540 mm/min)
Feedrate Range (X,Y)	0.1 – 100 ipm (2 – 2540 mm/min)
Minimum Increment	0.0001 in. (0.003 mm)
Space and Weight	
Floor Area	8.3 x 5.3 ft. (2.53 x 1.62 m)
—	8.3 x 7.8 ft. (2.53 x 2.4 m)**
Height	7.04 ft. (2.15 m)
Net Weight	1930 lb (875 kg)
Shipping Weight	2075 lb (941 kg)
Power	
Input Power	208/230/460 volts 3 phase, 50/60 cycle
Power Capacity	4kVA

* Knee travel reduced by 1 in. (25.4mm) with Flood Coolant

** Power case door open

Standard Features
- One-Shot Lubrication System
- Chrome-Plated Ways and Gibs
- Color—Machine Tool Gray

Optional Features
- 2 or 3-Axis Digital Readout
- Power Drawbar for R-8 or #30 Quick-Change Spindle
- Worklight
- Electrics—NFPA/NEMA-12 Standards



Hardinge Inc. One Hardinge Drive | P.O. Box 1507 | Elmira, New York 14902-1507 USA
Machine Orders, Parts & Service USA: 800.243.4292 | Phone: 800.843.8801 or 607.734.2281 | Fax: 607.734.8819
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S P E C I F I C A T I O N S

INEX 3048R COMPLETE SYSTEM



INEX 3048R with 300cfm double-walled dust bag

INEX 3048R MEDIA RECLAIMER

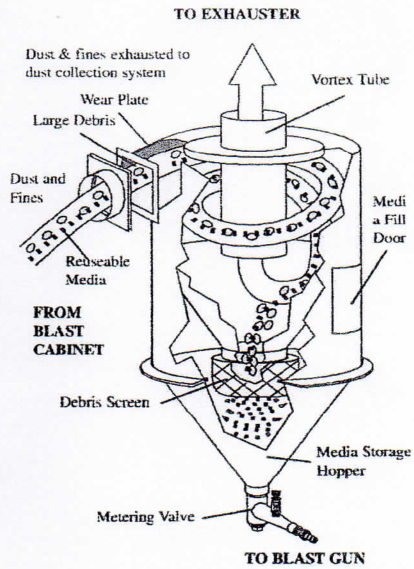
The Heart of the INEX Blasting System

The heart of the INEX 3048R system, our exclusive media reclaimer, efficiently separates dust and debris from reusable media.

The removable debris screen captures oversize foreign materials.

The optional externally adjustable vortex tube effectively separates dust from fine, lightweight media.

The INEX's reclaimer handles all nonmetallic blast media with ease.



CABINET

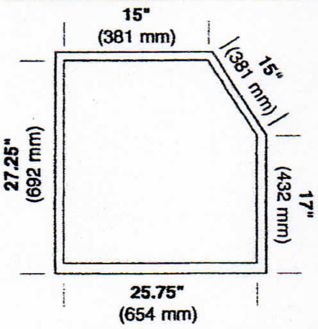
Working Chamber Size

45-3/4" wide *(1162 mm)*
27-3/4" deep *(704 mm)*
28" high *(711 mm)*

Window Size (safety glass)

19-1/2" wide (495 mm)
12-1/2" high (317 mm)

Door Opening



Electrical

300 cfm *(8,5 m³/m)* 1/2HP, 115V, 1PH, 60Hz, *.37KW, 220V, 1PH, 50Hz*

BNP BLAST GUN

AIR REQUIREMENTS FOR NOZZLES

BNP GUN	NOZZLE ORIFICE	AIR JET	cfm at 80 psi	M³/Min at 5,5 BAR	RECLAIMER
No. 4	5/16"	1/8"	21	0,60	**300 cfm** *(8,5 m³/m)*
No. 5	5/16"	5/32"	32	0,90	**300 cfm** *(8,5 m³/m)*

INEX cabinet furnished with a No. 5 BNP gun.

DUST COLLECTORS

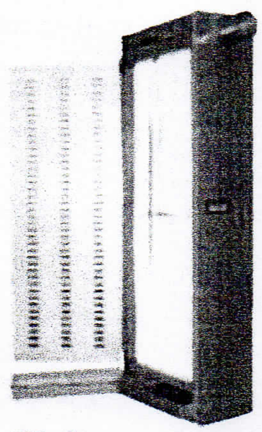


Vacuum Collector

INEX 3048 comes with vacuum collector.

INEX 3048R with reclaimer offers a choice of dust collection systems. Select 300 cfm double-walled dust bag with with zippered clean-out; or optional 300 cfm dry filter, with 15 tubular cotton-sateen tubes.

Optional dry filter provides 75ft² filter area.



300 cfm Dry Filter

ORDERING INFORMATION

Model	Reclaim cfm	Dust Collection	Stock Number	Ship Weight lb *(kg)*
INEX 3048	n/a	Vacuum Collector	14425	439 *(200)*
INEX 3048R	300 cfm	Dust Bag	20261	583 *(265)*
		Optional Accessory		
Dry Filter		300 cfm	12699	209 *(95)*

Distributed by:

ISO 9001:2008 certified. Clemco is committed to continuous product improvement. Specifications are subject to change without notice.

636 239-4300 • FAX 800 726-7559 • www.clemcoindustries.com
Stock No.: 22847 • Job No.: 2098-0200, Rev. E, 02/12

OilTech

Your Preferred Oilfield Services Partner

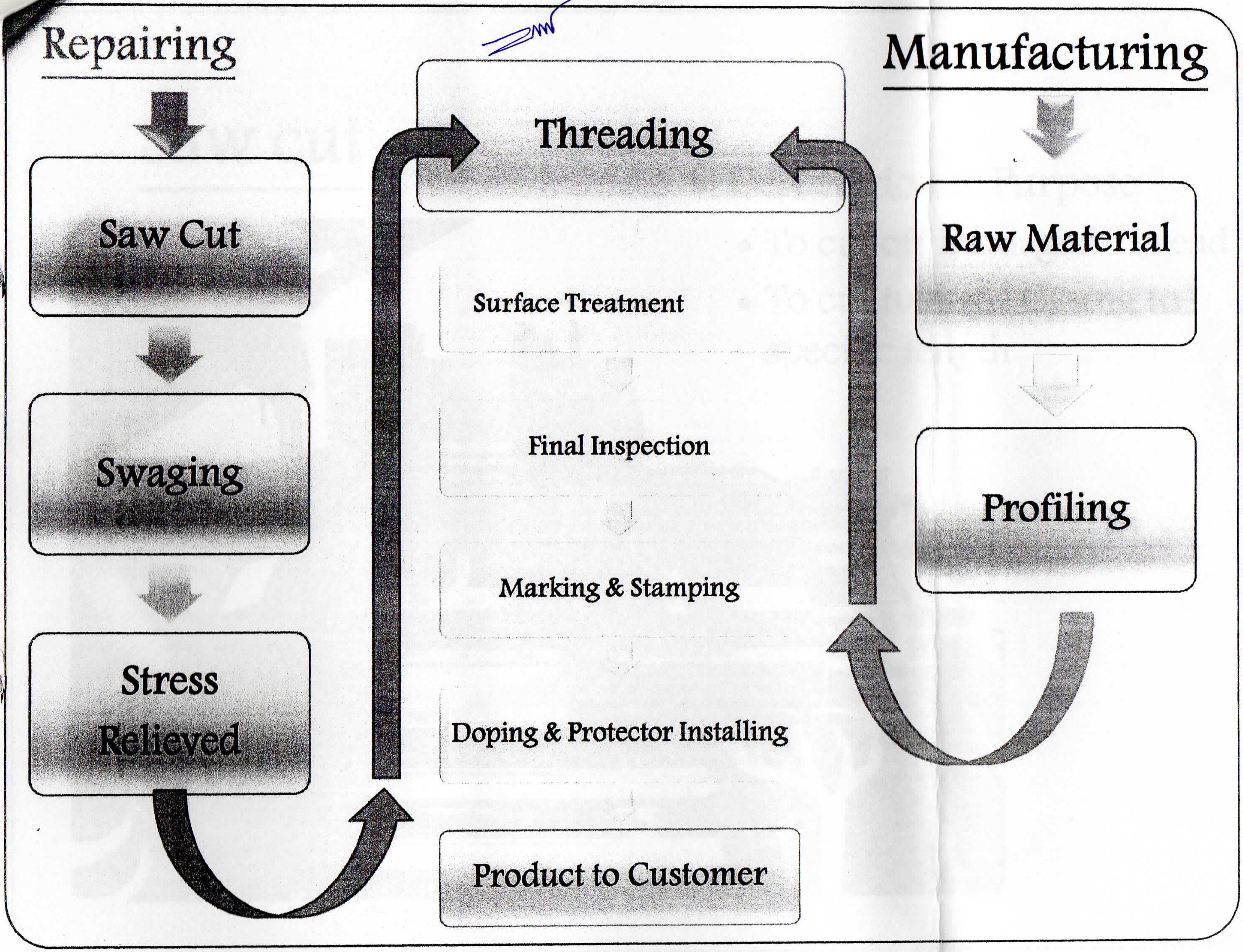
OilTech (Myanmar)Limited.

Machine shop

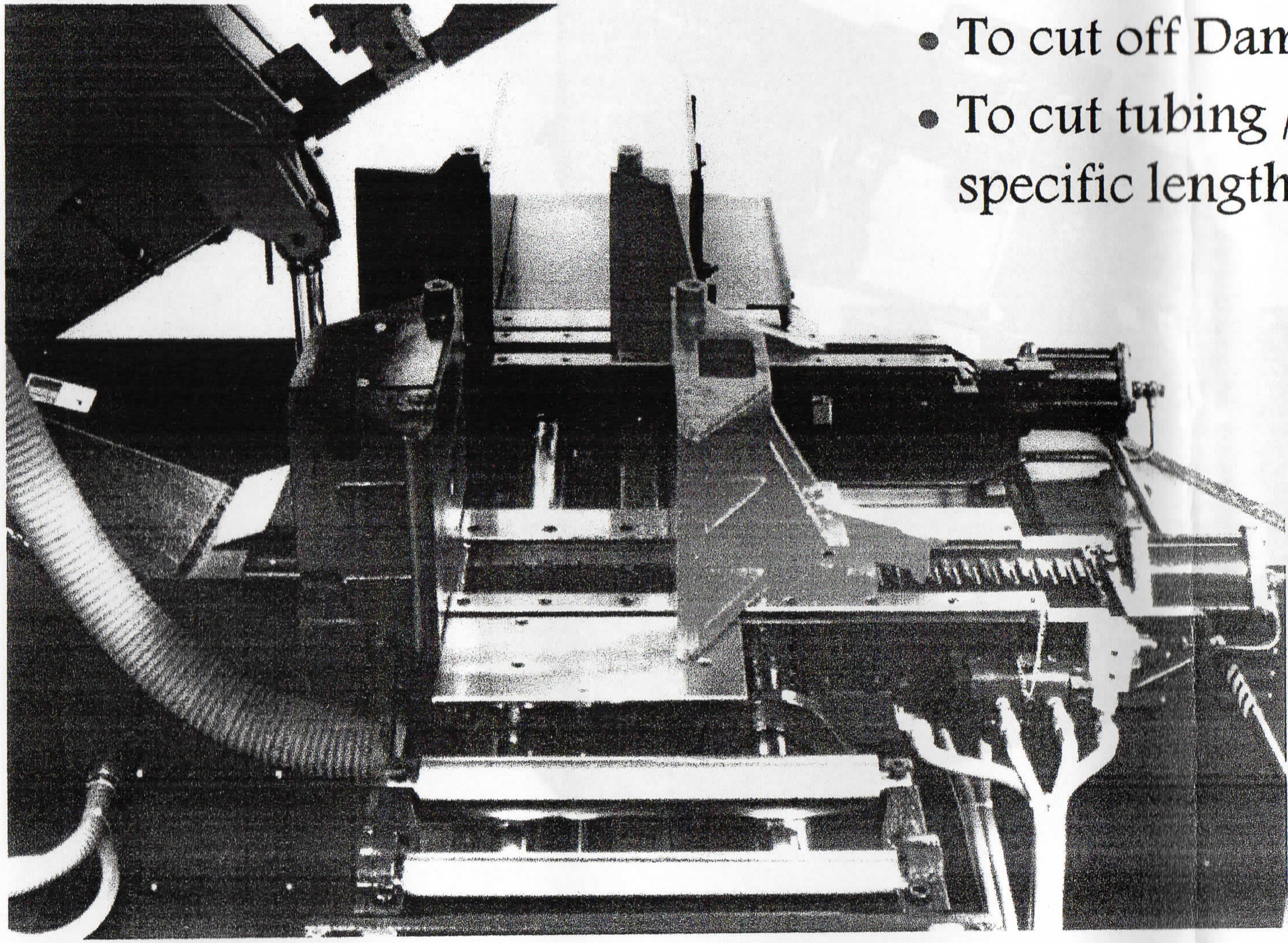
Introduction and process flow presentation

OCTG Threading & Accessories , Drilling equipment repair and Manufacturing.

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Repairing
Saw Cut
Swaging
Stress Relieved
Threading
Surface Treatment
Final Inspection
Marking & Stamping
Doping & Protector Installing
Product to Customer
Manufacturing
Raw Material
Profiling

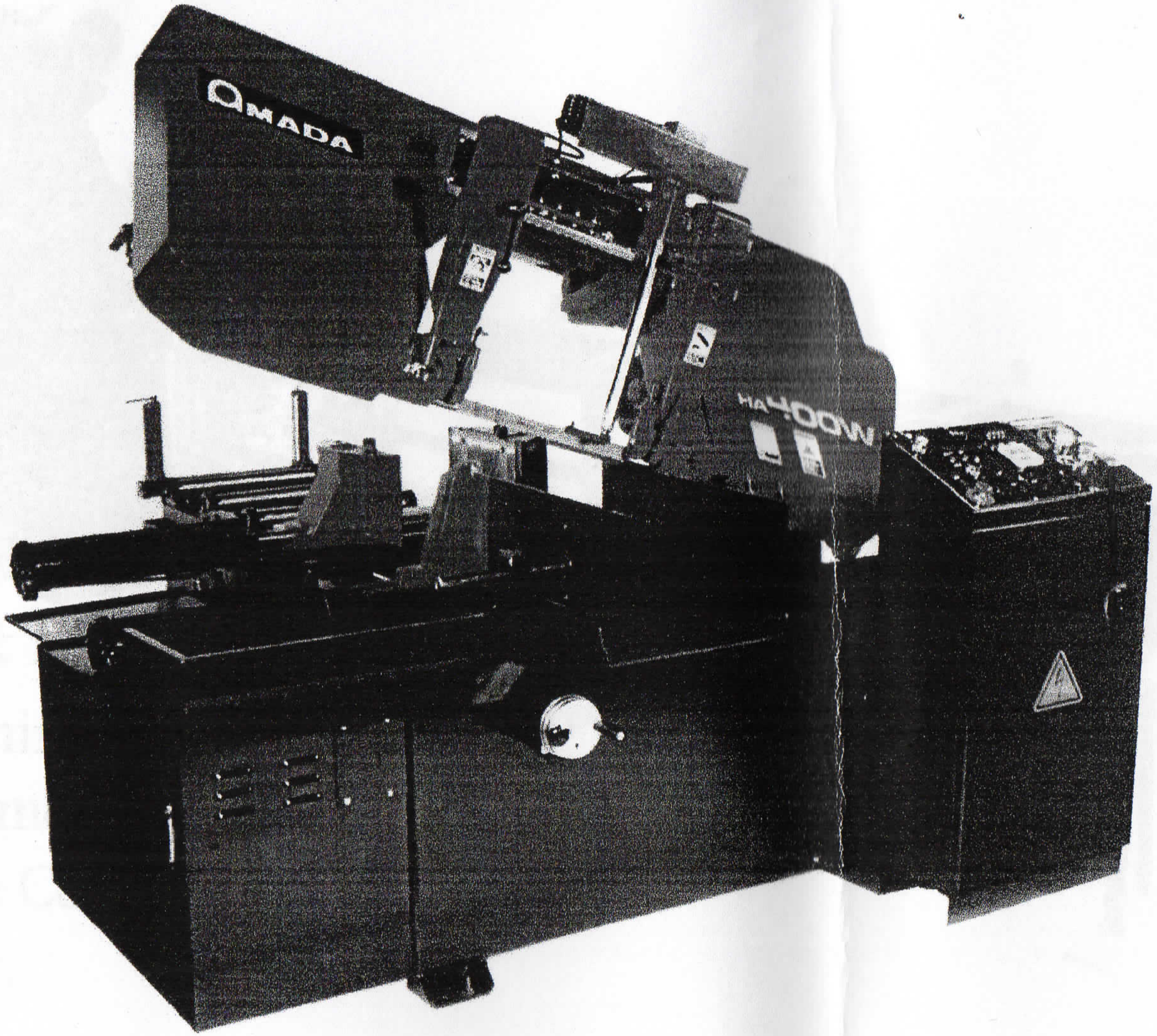
Saw cut



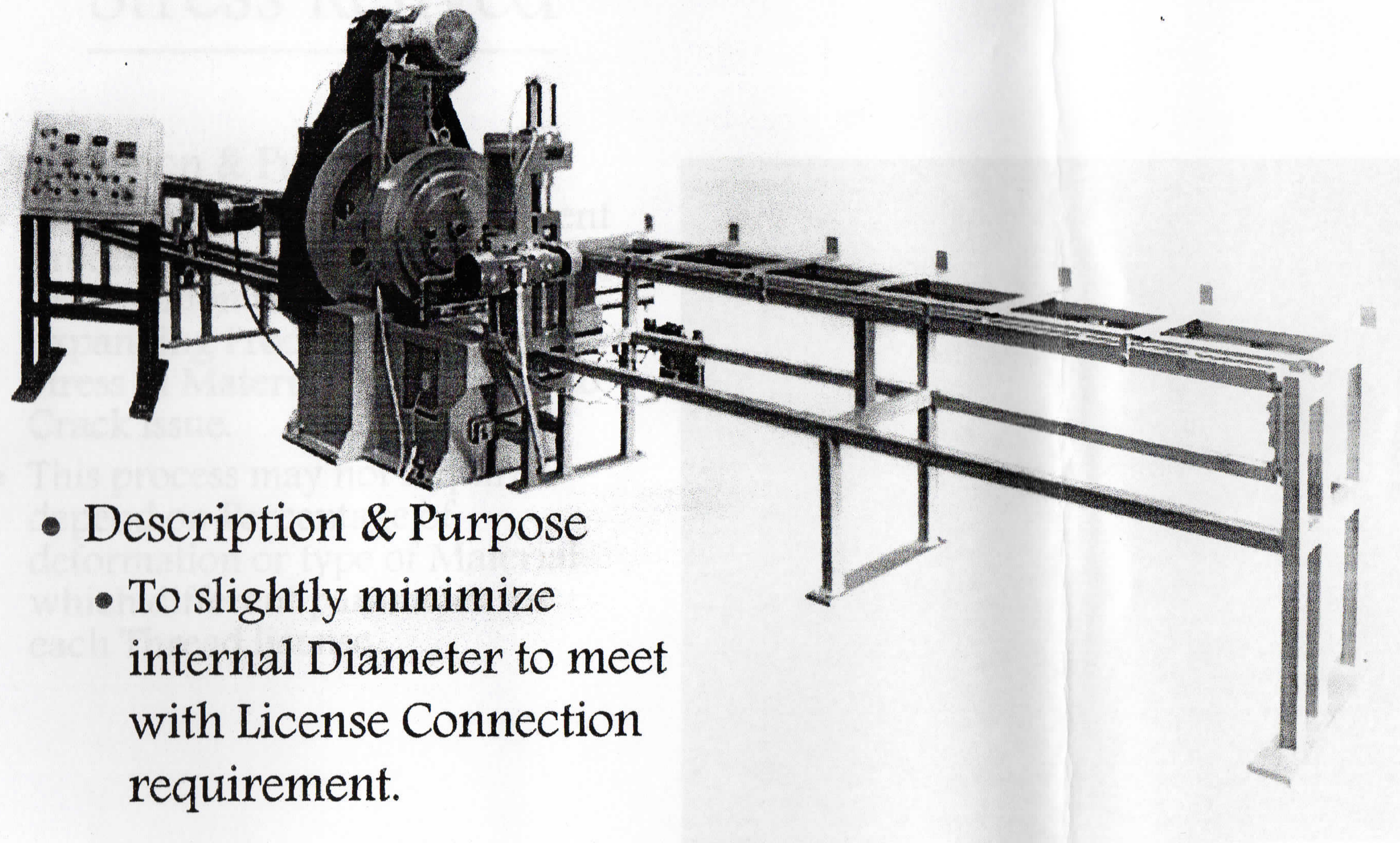
- Description & Purpose
  - To cut off Damaged Thread
  - To cut tubing / Casing to specific length

AMADA Band Saw

HA-400W



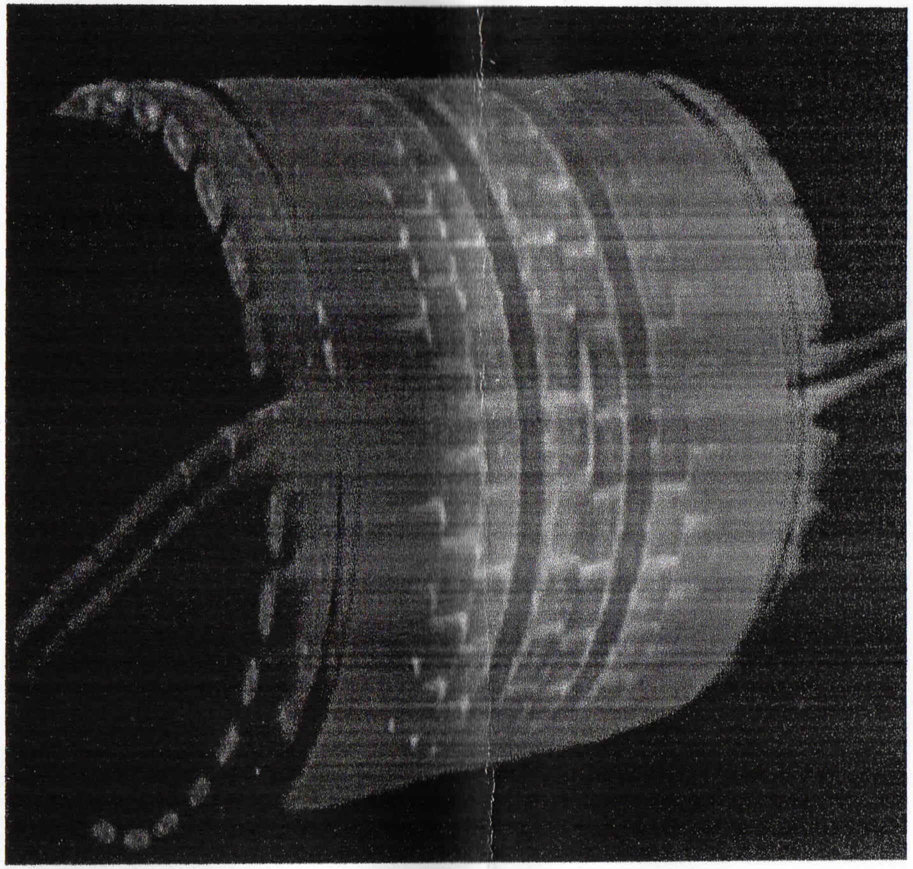
Swaging



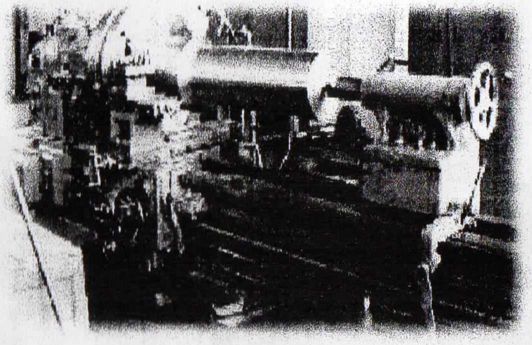
- Description & Purpose
  - To slightly minimize internal Diameter to meet with License Connection requirement.

Stress Relived

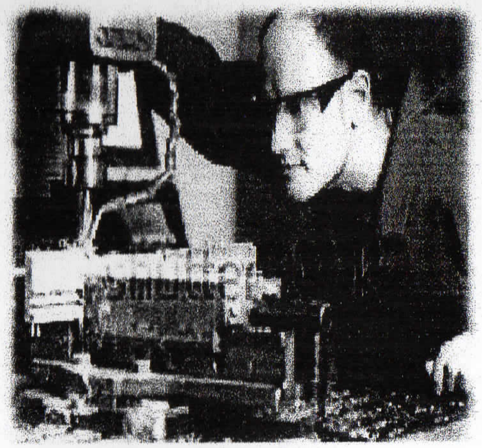
- Description & Purpose
  - To use thermal for heat treatment process after material passed deformation from Swaging or Expanding Process to reduce Stress in Material which cause to Crack issue.
  - This process may not required depend on Percentage of deformation or type of Material which different parameter for each Thread license.



Profiling



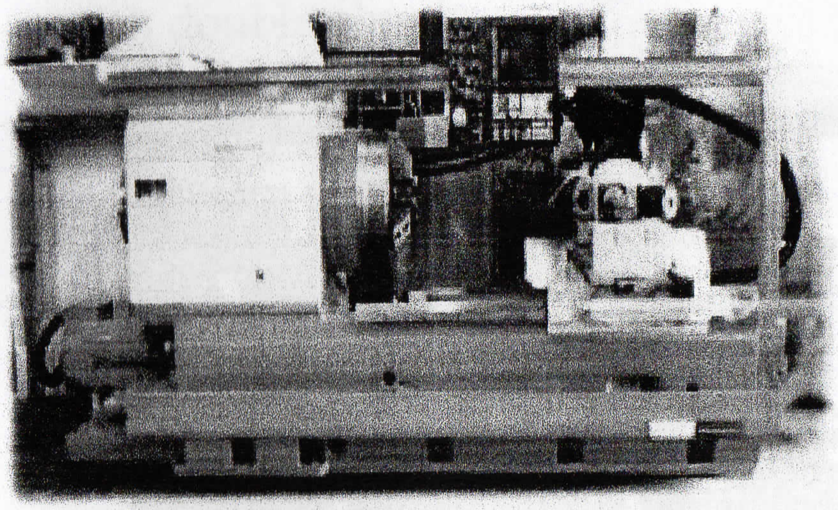
Lathe Machine



Milling Machine

- Description & Purpose
  - To shape material mostly by utilize Milling or Lathe machine. Basically in Drill holes all the way through , Bore ID and Turn OD according to the Specification or Product drawing.

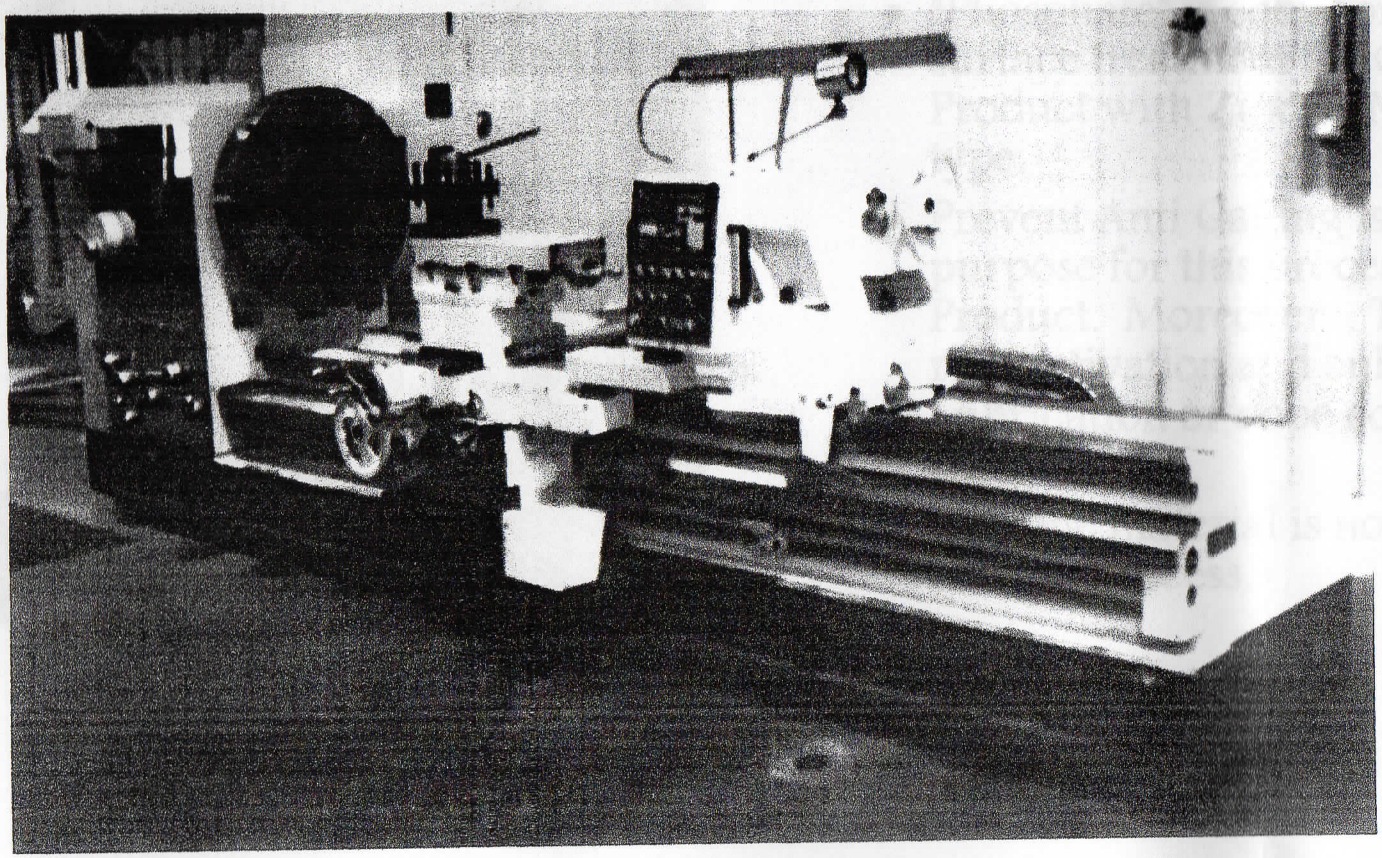
Threading



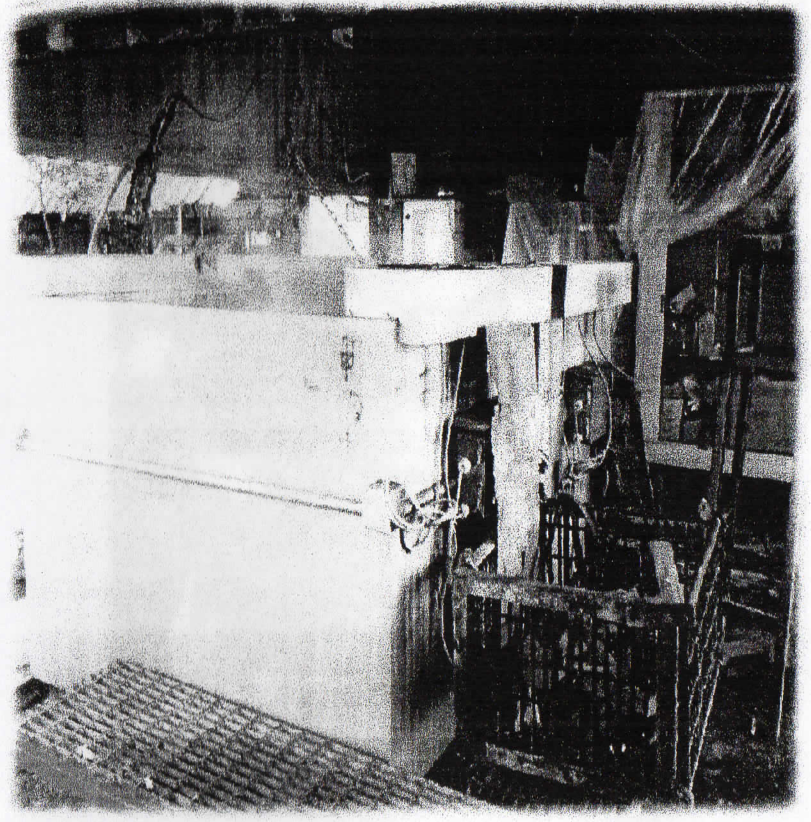
- Description & Purpose
  - Our Core Business , Perform by CNC Lathe machine or Lathe Machine on API Connection.
  - CNC Program need to generate and input to CNC Machine for operation.

Center Lathes Machine

1 x MEGABORE Oil Field Lathe – 3m between centres x 1200mm swing complete with Auto Cycle Threading and Hydraulic copy attachment with full Digital Readout on X & Y axis. This unit has a 14" (355mm) spindle bore with double chucks.



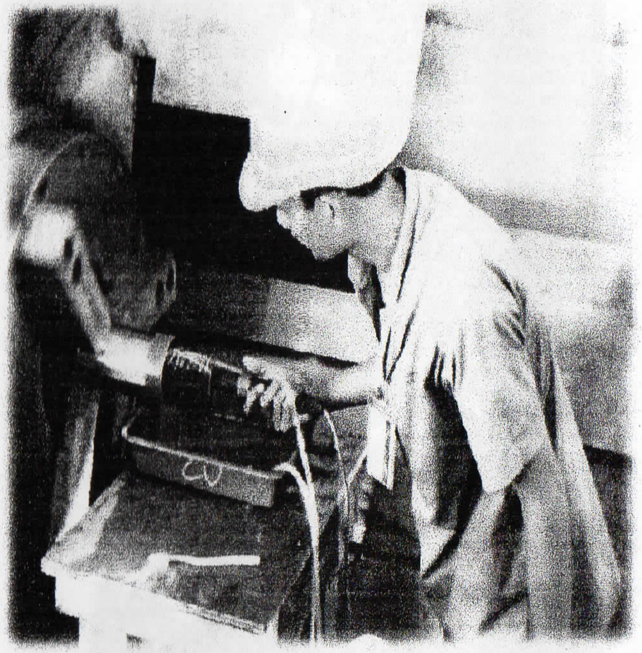
Surface Treatment : **Phosphate**



- Description & Purpose
  - "Phosphate" is common apply surface treatment for OCTG Product with Zinc or Maganese type.
  - Prevent Anti Galling is the main purpose for this process for OCTG Product. Moreover , To decrease rust activation and enhance Lubrication or dope cohesion on surface.
  - Chrome material is not activated for this process.

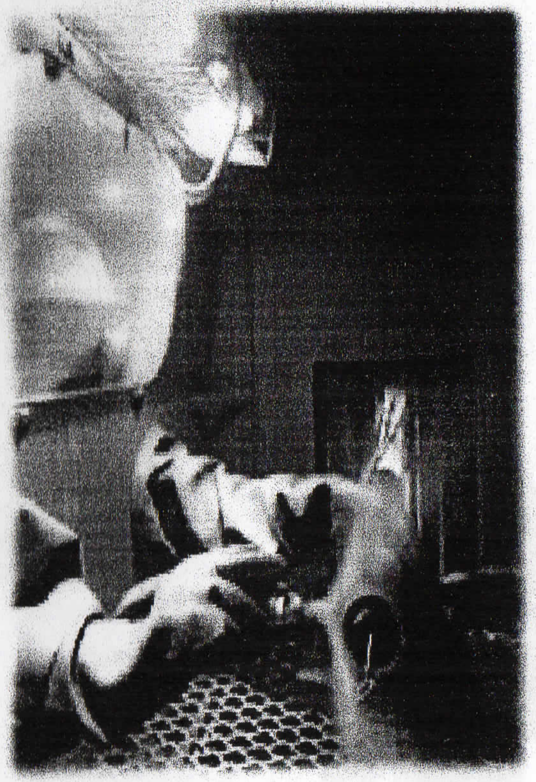
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Surface Treatment : Copper Plating



- Description & Purpose
  - "Copper Plating" is common apply surface treatment for OCTG Product For Chrome Alloy Especially for Box Type.
  - Prevent Anti Galling is the main purpose for this process for OCTG Product by using Brush plating with electrical current.

Surface Treatment : Bead Peening



- Description & Purpose
  - "Bead Peening" is common apply surface treatment for OCTG Product For Chrome Alloy Normally for Pin Type.
  - Prevent Anti Galling is the main purpose for this process for OCTG Product by using Air Pressure and .

Doping and Protector Installed





- Description & Purpose
  - Dope is Lubricant or storage Grease with use for OCTG Product to prevent Corrosion or acting like thin layer for prevent metal to metal contact during make up process.
  - Protector installed to prevent Thread damaged during Transportation and prevent water to pour directly to the thread.

Resources

Machine

- Manual Lathe
- CNC Lathe
- Bucking Unit
- Copper plating Unit
- Blasting Machine
- Phosphate unit
- Stress Relief unit
- Swaging machine

Infrastructure

- Rack & Load station
- Jib Crane
- Tooling and Insert
- Cold Roll Tool
- Furniture , Computer , Air Conditioner.
- Air Compressor
- HSE Equipment

Quality

- API Working Gauge
- Measuring Gauge and Instrument
- Profile Projector
- Special Instrument for Measuring Copper plating process.

Thank You.

OilTech

Your Preferred Oilfield Services Partner

Questions ?

Joint Venture Agreement

CONTENTS

THIS AGREEMENT is made on 13th March, 2014

BETWEEN

(1) **OILTECH HOLDINGS (2014) PRIVATE LIMITED** (registered number 201404864Z) whose registered office is at 100 TRAS STREET #16-01 100 AM SINGAPORE 079027 ("OILTECH").

(2) **ZILLION ZEST COMPANY LIMITED** (registered number 4692) whose registered office is at No 7/2 Room 01 Yan Aung Street 1, Yan Kin Estate, Yan Kin Township, Yangon, the Republic of the Union of Myanmar. ("ZILLION ZEST").

BACKGROUND

(A) OILTECH is an international investment company in Republic of Singapore and is the holding company for its subsidiaries which are in the business of providing machine shop services and goods, Tubular goods (OCTG), advisory and consulting works to the oil and gas industry in the Asia Pacific region.

(B) ZILLION ZEST is a company in the Republic of the Union of Myanmar and is in the business of providing industrial services and trading of equipments.

(C) The Parties wish to incorporate a Joint Venture Company ("JVCo") to provide materials and services to the oil and gas industry in the Republic of the Union of Myanmar subject to mutually agreed terms and conditions herein after contained.

OPERATIVE CLAUSES

1. **INTERPRETATION**

In this Agreement unless consistent with the context:

1.1 the following expressions have the following meanings:

"Agreed Form"	in relation to any document, the form agreed by the parties at the date of this Agreement and initialled by or on behalf of the parties for identification
"Annual Business Plan"	a business plan in a form to be prepared and adopted pursuant to **clause 7.2** in respect of the JVCo and its Subsidiaries for each year
"Articles"	the Articles of Association of the JVCo and references to an Article shall mean a specific Article in the Articles as amended from time to

time

"Authority"	any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or tax raising body, authority, agency, board, department, court or tribunal of any jurisdiction and whether supranational, national, regional or local
"Board"	the Directors, or such of those Directors present at a duly convened meeting of the Directors at which a quorum is present in accordance with the Articles
"Business"	the business as described in **clause 3** and/or such other business as may from time to time be carried on by the JVCo and/or its Subsidiaries in accordance with this Agreement
"Business Day"	any day (other than a Saturday or Sunday or a bank or public holiday in Singapore)
"General Manager"	the General Manager of the JVCo for the time being
"Companies Act"	The Republic of The Union of Myanmar Companies Act (as amended from time to time)
"Confidential Information"	has the meaning given to that expression in **clause 13.1**
"Control"	the ability to exercise or control the exercise of in the aggregate more than half of the voting rights or the ability to appoint more than half of the directors and **"Change in Control"** shall be deemed to have occurred with respect to any company if any person or persons having Control of that company cease to do so or if any person or persons acquire Control of it
"Default"	has the meaning given to that word in **clause 10.1**
"Default Notice"	has the meaning given to that expression in **clause 10.3**

"Defaulting Shareholder"	has the meaning given to that expression in **clause 10.3**
"Director"	any duly appointed director of the JVCo for the time being or a duly appointed alternate of any Director
"Encumbrance"	includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option, right of pre-emption or right of conversion) or any mortgage, charge, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property
"Financial Year"	any accounting reference period of the JVCo, of whatever duration
"Group Company"	in respect of a Shareholder, a corporation in which he or she has Control
"Holding Company"	has the meaning given to it by the Companies Act
"Loan"	the aggregate of any loans provided by a Shareholder, the amount from time to time outstanding in respect of such loan(s) and "Loans" means the aggregate of all Loans provided by all Shareholders the amount from time to time outstanding in respect of such aggregate loan
"material breach"	has the meaning given to that expression in **clause 10.2**
"Minimum Shareholding Qualification"	Has the meaning given to that expression in **clause 6.1.1**
"Relevant Proportions"	the proportions in which the Shareholders own the Shares from time to time
"Shares"	Ordinary Shares of US$1 each in the capital of the JVCo

"Shareholders"	the holder for the time being of the Shares
"the Statutes"	Companies Act and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the JVCo
"Subsidiary"	has the meaning given to it by the Companies Act
"Transfer Terms"	that the Shares being sold shall be sold and bought free from any Encumbrance with full title guarantee together with all rights attaching thereto or at any time thereafter
"in writing"	hard copy form or, to the extent agreed (or deemed to be agreed by virtue of a provision of the Statutes) electronic form

1.2 references to any statute or statutory provision include a reference to that statute or statutory provision as modified, re-enacted or consolidated and in force from time to time, whether before or after the date of this Agreement and any subordinate legislation made pursuant to it whether before or after the date of this Agreement;

1.3 references to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships;

1.4 all covenants, agreements, undertakings, indemnities, representations and warranties on the part of two or more persons are given or made by such persons jointly and severally;

1.5 all covenants, agreements, undertakings and warranties by a Shareholder to do or refrain from doing anything shall be deemed to include an obligation to procure that each of its Group Companies will do or refrain from doing anything which the Shareholder has agreed to do or refrain from doing;

1.6 references to clauses and the Schedules are to clauses of and the Schedules to this Agreement, and references to paragraphs are to paragraphs in the Schedules in which such references appear and references to this Agreement include the Schedules and any documents in the Agreed Form;

1.7 any phrase introduced by the term "include", "including" "in particular" or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term;

1.8 the word "address" where it appears in this Agreement includes postal address and electronic address;

1.9 the headings to the clauses of this Agreement and to the paragraphs of the Schedules will not affect its construction.

2. COMPLETION

2.1 *Forthwith upon the execution of this Agreement*

2.1.1 OILTECH and ZILLION ZEST shall subscribe in cash for new ordinary shares of *US$1* each in the JVCo as follows and shall waive any rights of pre-emption which they may have in respect of such subscriptions:

Name	**Number of Shares**
OILTECH	240,000
ZILLION ZEST	60,000

2.1.2 The shares specified above shall be allotted and issued OILTECH & ZILLION ZEST respectively and registered in their names credited as fully paid against immediate payment of the relevant subscription monies.

2.1.3 OILTECH & ZILLION ZEST will respectively designate the following Directors:

MR KOH AH LEK	[NRIC S03249970J]
MR CHUNG NGEN THAI	[NRIC S2622276A]
MR ZAW MIN NAING	[NRIC 12/MAYAKA(N)143284]

2.2 Forthwith following the due performance of **clause 2.1** the Shareholders shall procure that:

2.2.1 Mr Maung Aung Thu is appointed as General Manager;

2.2.2 KBZ Bank and CB Bank shall be appointed as the bankers to the JVCo;

2.2.3 the JVCo shall adopt the first Annual Business Plan

2.2.4 The Shareholders shall procure that the General Manager shall not do any of the matters set out in Schedule 2 otherwise than in accordance with the provisions of Schedule 2.

3. **BUSINESS OF THE JVCO**

3.1 The business of the JVCo shall (unless and until otherwise determined in accordance with this Agreement) be confined to i) Provision of machine shop services, repairs for drilling and tubular tools and equipment and inspection services ii) Manufacturing of tubular accessories iii) Supply and trade of OCTG, line pipes and all related materials in the oil and gas industry and iv) Authorised representation of steel mills and associated manufacturers.

The JVCo shall be fully liable and responsible in respect of any representations, warranties and all liabilities in relation to the goods and services which it markets and supplies. The JVCo shall be solely responsible for satisfying all requirements, whether statutory or otherwise, relating to the sale and supply of the goods and services.

4. **FINANCE**

4.1 The JVCo and the Business shall initially be financed by the share subscriptions referred to in **clause 2.1**.

4.2 In the event that the JVCo requires additional finance from time to time, whether for working capital or otherwise, the Shareholders will use reasonable endeavours to procure that (unless the Shareholders agree otherwise) such requirement shall be met, as far as practicable, by borrowings or loan facilities from banks and other similar sources and that any such borrowings or loan facilities are obtained on the most favourable terms reasonably obtainable as to interest, repayment and security, but without allowing any prospective lender a right to participate in the equity share capital of the JVCo as a condition of any loan or to take any Encumbrance over any of the Shares. No Shareholder shall be required to guarantee or provide any security or accept any other liability with respect to any borrowings by, or loan facilities made available to, the JVCo.

4.3 The Shareholders intend that they should participate in the Relevant Proportions in the financing of the JVCo. Accordingly if the JVCo requires additional funds or financial support from the Shareholders whether through the subscription of shares, the making of loans, the giving of guarantees or otherwise, no Shareholder shall seek to agree terms with the JVCo in relation to such matter which differ from those on which any other Shareholder is providing equivalent finance or support.

4.4 The Shareholders agree that, subject to **clauses 4.5** and **4.6,** the aggregate amount of any actual liability incurred by any or all of them pursuant to any joint and several guarantee or indemnity given by any or all of them to any third party in respect of any liabilities or obligations of the JVCo, or pursuant to any sole or several guarantee or indemnity given in respect of such obligations or liabilities by any of them with the consent in writing of the others, shall be

borne by them in the Relevant Proportions and each shall indemnify and keep indemnified the others accordingly.

4.5 If any liability incurred as aforesaid is solely attributable to the act or default of one Shareholder then, notwithstanding **clause 4.4**, the whole of such liability shall be borne by such Shareholder who shall indemnify and keep indemnified the other Shareholder accordingly.

4.6 In the event that one or more Shareholders acquire from another Shareholder all of the other's Shares, the Shareholder(s) acquiring the Shares will use all reasonable endeavours to obtain the release of the other Shareholder from any guarantees or indemnities which the other Shareholder may have given pursuant to this Agreement in respect of any of the liabilities or obligations of the JVCo to third parties and, pending the obtaining of such release, the acquiring Shareholder(s) shall keep the other Shareholder fully and effectively indemnified against any liability pursuant to any such guarantees or indemnities.

4.7 Save as set out in **clause 2.1** there shall be no obligation upon the Shareholders to subscribe for shares in the JVCo or to provide, or procure to be provided, to the JVCo loans or loan facilities.

4.8 The General Manager will be authorised to co-sign Company cheques up to US$2,000 (or equivalent currency) per cheque. Company cheques for amounts in excess of US$2,000 (or equivalent currency) must be signed by two (2) directors or authorised signatories appointed by two (2) different Shareholders.

4.9 No new accounts will be opened by the JVCo, or amendments made to the mandate under which the JVCo operates its account with the Bank or any other account or facility opened with the Bank or any other bank or financial institution without the prior approval of two (2) directors appointed by two (2) different Shareholders.

5. CONDUCT OF THE JVCO'S AFFAIRS

5.1 Each Shareholder covenants with the others that so long as this Agreement remains in full force and effect it will:

5.1.1 be just and true to, and act in good faith towards, the others;

5.1.2 promptly notify the others of any matters of which it becomes aware which may affect the JVCo or the Business;

5.1.3 generally do all things necessary to give effect to the terms of this Agreement;

5.1.4 take all steps available to it to ensure that any meeting of the Board or any general meeting has the necessary quorum throughout;

5.1.5 exercise all voting and other rights and powers of control as are from time to time respectively available to it under this Agreement and the Articles and otherwise in relation to the JVCo and its beneficial holdings in it and will execute and deliver such waivers and shall take all other appropriate action within its power so as to procure that the provisions of this Agreement binding on it are duly observed and complied with and given full force and effect and all actions required by it are carried out promptly;

5.1.6 without prejudice to the generality of **clause 5.1.5**, procure that (subject to their statutory duties under the Companies Act) each of the directors of the JVCo appointed or deemed to be appointed by it under the Articles will execute and do all acts and things and give and confer all powers and authorities as they would have been required to execute, do, give or confer had they been a party to this Agreement and had consented in the same terms as the Shareholder which appointed them (if a Director);

5.1.7 if it shall not be possible to secure the operation of this Agreement as set out in **clauses 5.1.5** and **5.1.6** by reason of any contrary provision of the Articles, exercise all voting and other rights and powers respectively available to it to procure the alteration of the Articles to the extent necessary to permit the affairs of the JVCo to be so operated;

5.1.8 subject to the preceding provisions of this **clause 5.1**, observe the provisions of the Articles.

5.2 The undertakings of each Shareholder under this **clause 5** shall in each case be several so that each Shareholder shall only be liable for its own actions or failures to act in accordance with them, and none of them shall be liable for a failure to procure anything required by this **clause 5** where such failure is attributable to any action or failure to act by another Shareholder, but without prejudice to the liability of such other Shareholder.

5.3 Notwithstanding any other provision of this Agreement, should any Shareholder or any other person connected with it be in dispute with or have a conflict of interest with the JVCo or any of its Subsidiaries, such Shareholder shall not, and shall procure the Director or Directors appointed or deemed to be appointed by it shall not, do or omit to do anything which would or would be likely to prevent the JVCo or any of its Subsidiaries from exercising or from deciding whether or not to exercise such rights as it may have against the Shareholder in dispute with it, or in respect of the matter in relation to which the conflict of interest arises. This **clause 5.3** is without prejudice to the provisions of **clause 19**.

5.4 The management of the JVCo shall be vested in the Board provided that the day to day management of the JVCo will be the responsibility of the General Manager. Without prejudice to the generality of the foregoing and subject to the express provisions of this Agreement, the Board will determine the general policy of the JVCo and the manner in which that is to be carried out and will reserve to itself all matters involving major or unusual decisions and will procure that the JVCo and its Subsidiaries will:

5.4.1 transact all their respective businesses on arm's length terms;

5.4.2 maintain, with a well-established and reputable insurer, adequate insurance against all risks usually insured against by companies carrying on the same or a similar business and (without prejudice to the generality of the foregoing) for the full replacement or reinstatement value of all its assets of an insurable nature;

5.4.3 comply with the provisions of **clause 7.1**.

5.5 Each Director, and each director of any Subsidiary of the JVCo, will be entitled, while he holds that office, to make full disclosure to the Shareholder appointing him of any information relating to the JVCo or such Subsidiary which that Shareholder may reasonably require.

5.6 The Shareholders shall procure that the JVCo shall not do any of the matters set out in **Schedule 1** otherwise than in accordance with the provisions of **Schedule 1**.

5.7 This **clause 5** and **Schedule 1** applies to each Subsidiary of the JVCo to the same extent as they apply to the JVCo (unless inconsistent with the context).

6. **DIRECTORS AND BOARD MEETINGS**

6.1 Each Shareholder may from time to time appoint such number of persons to be a Director and at any time remove any such Director from office and appoint another person in his place as follows:

OILTECH	4
ZILLION ZEST	1

provided that if the shareholding of a Shareholder decreases, relative to the number of all Shares:

6.1.1 each Shareholder's right to appoint 1 Director will be limited to every 20% that it holds of the total number of Shares ("Minimum Shareholding Qualification"); and

6.1.2 if the number of directors a Shareholder can appoint is reduced, that Shareholder must remove the number of directors it has appointed to ensure that its Director appointments do not exceed the number permitted under **clause 6.1.1**.

6.2 Any such appointments or removals shall be effected by an instrument in writing signed by or on behalf of the Shareholder and will take effect upon lodgement at the registered office at the JVCo or on delivery to a meeting of the Directors.

6.3 Subject to **Schedule 1**, the quorum necessary for the transaction of business at any Board meeting shall be *three (3)* Directors of whom at least one Director appointed by each of the Shareholder or their respective alternates shall be present provided that if at any time there are no Director(s) appointed by any Shareholder in office, the quorum at that time shall not require the presence of that class of Director of which there are no Directors in office at that time.

6.4 Subject to **Schedule 1** questions arising at any meeting of the Directors shall be determined by a majority of votes and in the case of an equality of votes the **Chairman** of the meeting shall have a second or casting vote.

6.5 If any Shareholder ceases to be a Shareholder *or ceases* to have the Minimum Shareholding Qualification or becomes a Defaulting Shareholder for the purposes of **clause 10** that Shareholder shall:

6.5.1 be deemed to have served notice to remove from office any Directors appointed by it and shall not be entitled to appoint any persons as Directors in their place; and

6.5.2 (if applicable) procure that any Director appointed by it shall resign as an employee of the JVCo.

6.6 On any removal or resignation from the office of Director or termination of employment (whether or not pursuant to **clause 6.5**), the Shareholder who appointed him will use all reasonable endeavours to procure that any such Director shall deliver to the JVCo a letter signed as a deed acknowledging that he has no claim outstanding for compensation for wrongful dismissal or unfair dismissal or entitlement to any payment for redundancy or in respect of any other moneys or benefits due to him from the JVCo or any of its Subsidiaries arising out of his employment and/or its termination. In any event, the said Shareholder shall be responsible for and shall indemnify the other Shareholders and the JVCo and its Subsidiaries against any claim (save for unpaid salary and benefits) by such Director (or by such director of a Subsidiary) for unfair or wrongful dismissal or any other claim whatsoever arising out of such Director's removal from office as a Director (or such director's removal from office as a director) and/or the termination of his employment.

7. ACCOUNTING MATTERS, BUSINESS PLANS AND DIVIDEND POLICY

7.1 The Shareholders shall procure that:

7.1.1 the JVCo and each of its Subsidiaries shall maintain accurate and complete accounting and other financial records in accordance with the requirements of all applicable laws and generally accepted accounting practices applicable in Singapore;

7.1.2 the accounting reference periods of the JVCo and each of its Subsidiaries shall be consecutive periods of twelve months commencing on 1 April and they shall prepare their audited accounts accordingly;

7.1.3 the JVCo shall prepare *monthly* management accounts *and reports* in relation to the JVCo and each of its Subsidiaries containing such information as each party shall reasonably require and which shall be despatched by the JVCo to each of the parties within *30* days of the end of the *month* concerned; and

7.1.4 each Shareholder and their respective authorised representatives shall be allowed access at all reasonable times to examine the books and records of the JVCo and each of its Subsidiaries and to discuss their affairs with their directors and senior management.

7.2 The Shareholders shall procure that the JVCo shall prepare a business plan for the JVCo and its Subsidiaries for each Financial Year in accordance with **clause 7.3**.

7.3 Each Annual Business Plan shall include the following:

7.3.1 an estimate of the working capital requirements of the JVCo and its Subsidiaries incorporated within a cashflow forecast *together with an indication of the amount (if any) which it is considered prudent to retain out of the distributable profits of the previous Financial Year to meet such working capital requirements*;

7.3.2 a projected profit and loss account;

7.3.3 an operating budget (including estimated capital expenditure requirements) and balance sheet forecast;

7.3.4 a review of projected business;

7.3.5 a summary of business objectives; and

7.3.6 a financial report which includes an analysis of the results of the JVCo and its Subsidiaries for the previous Financial Year compared with the

business plan for that Financial Year, identifying variations in sales, revenues, costs and other material items.

7.4 Annual Business Plans shall be submitted for approval by the Board not later than *60* days before the commencement of the Financial Year to which they relate.

7.5 Subject to circumstances prevailing at the relevant time including, in particular, the working capital requirements of the JVCo and its Subsidiaries, the Shareholders shall procure that, in the absence of agreement in writing to the contrary, the JVCo shall distribute by way of dividend in respect of each Financial Year, provided that such dividend is lawful, not less than 50 per cent of the post tax consolidated profits of the JVCo and the Subsidiaries for that Financial Year or all of its profits available for distribution whichever is feasible and practical as recommended by the Board. Any distribution for a Financial Year shall be made within *six (6) months* after the end of that Financial Year.

7.6 In deciding whether in respect of any Financial Year the JVCo and its Subsidiaries had consolidated profits available for distribution the Board shall procure that the auditors from time to time of the JVCo shall certify whether such profits are available or not and the amount thereof (if any). In giving such certificate the auditors shall act as experts and not arbitrators and their determination shall be final and binding on the parties.

8. PROMOTION OF THE JVCO'S BUSINESS

8.1 Each of the Shareholders covenants with each of the other Shareholders to use all reasonable endeavours to promote and develop the business of the JVCo and any Subsidiaries to the best advantage in accordance with good business practice and the highest ethical standards.

8.2 Subject to **clause 8.5**, each of the Shareholders covenants with each of the other Shareholders and, as a separate undertaking, to the JVCo (for itself and as trustee for each of its Subsidiaries from time to time) that such Shareholder will not (and will procure that none of its Group Companies will), without the prior consent in writing of the other Shareholders, whether directly or indirectly and whether alone or in conjunction with, or on behalf of, any other person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise during the Relevant Period:

8.2.1 canvass, solicit or approach, or cause to be canvassed, solicited or approached, for orders any person who at any time during the Relevant Period is or was negotiating with any Relevant Company for the supply by any Relevant Company of goods or services or is or was a client or customer of any Relevant Company, where the orders relate to goods and/or services which are competitive with or of the type

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supplied by any Relevant Company at any time during the Relevant Period;

8.2.2 deal or contract with any person who at any time during the Relevant Period is or was negotiating with any Relevant Company for the supply by any Relevant Company of goods or services where the dealing or contracting relates to goods and/or services which are competitive with or of the type supplied by any Relevant Company at any time during the Relevant Period;

8.2.3 interfere, or seek to interfere, with the continuance of supplies to any Relevant Company from any supplier who has been supplying goods and/or services to any Relevant Company at any time during the Relevant Period if such interference causes or would cause that supplier to cease supplying, or materially reduce its supply of, those goods and/or services to any Relevant Company;

8.2.4 solicit or entice, or endeavour to solicit or entice, away from any Relevant Company or employ any person employed in a managerial, supervisory, technical or sales capacity by, or who is or was a consultant to, any Group Company at the Relevant Date or at any time during the Relevant Period;

8.2.5 within the Territory during the Relevant Period be engaged, concerned or interested in any business which supplies goods and/or services which are competitive with or of the type supplied by any Relevant Company;

8.2.6 use in connection with any business which is competitive with the business of any Relevant Company any name (in whatever form) which includes the name of any Relevant Company or any trading style or get up which is confusingly similar to that used by any Relevant Company from time to time during the Relevant Period.

8.3 Subject to **clause 8.5**, each of the Shareholders covenants with each of the other Shareholders and, as a separate undertaking, to the JVCo (for itself and as trustee for each of its Subsidiaries from time to time) that such Shareholder will not (and will procure that none of its Group Companies will), without the prior consent in writing of the other Shareholders, whether directly or indirectly and whether alone or in conjunction with, or on behalf of, any other person and whether as principal, shareholder, director, employee, agent, consultant, partner or otherwise during the period of *twelve (12) months* commencing on the Relevant Date:

8.3.1 canvass, solicit or approach, or cause to be canvassed, solicited or approached, for orders any person who at any time during the Relevant Period is or was negotiating with any Relevant Company for

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the supply by any Relevant Company of goods or services or is or was a client or customer of any Relevant Company, where the orders relate to goods and/or services which are competitive with or of the type supplied by any Relevant Company at any time during the Relevant Period;

8.3.2 deal or contract with any person who at any time during the Relevant Period is or was negotiating with any Relevant Company for the supply by any Relevant Company of goods or services where the dealing or contracting relates to goods and/or services which are competitive with or of the type supplied by any Relevant Company at any time during the Relevant Period;

8.3.3 interfere, or seek to interfere, with the continuance of supplies to any Relevant Company from any supplier who has been supplying goods and/or services to any Relevant Company at any time during the Relevant Period if such interference causes or would cause that supplier to cease supplying, or materially reduce its supply of, those goods and/or services to any Relevant Company;

8.3.4 solicit or entice, or endeavour to solicit or entice, away from any Relevant Company or employ any person employed in a managerial, supervisory, technical or sales capacity by, or who is or was a consultant to, any Group Company during the Relevant Period;

8.3.5 within the Territory be engaged, concerned or interested in any business which supplies goods and/or services which are competitive with or of the type supplied by any Relevant Company;

8.3.6 and at any time thereafter use in connection with any business which is competitive with the business of any Relevant Company any name (in whatever form) which includes the name of any Relevant Company or any trading style or get up which is confusingly similar to that used by any Relevant Company from time to time during the Relevant Period.

8.4 In this **clause 8**:

8.4.1 **"Relevant Period"** means the period commencing on the date of this Agreement and ending on the Relevant Date;

8.4.2 **"Territory"** means the Republic of the Union of Myanmar;

8.4.3 **"Relevant Date"** means the date on which the relevant Shareholder ceases to be a Shareholder in the JVCo; and

8.4.4 **"Relevant Company"** means the JVCo and any of its Subsidiaries from time to time.

8.5 Nothing contained in this **clause 8** will prevent any Shareholder from holding for investment purposes only not more than *one (1)* per cent of any class of securities which are listed or dealt in on a recognised investment exchange.

8.6 Each of the Shareholders agrees that (after taking legal advice) it considers the undertakings contained in this **clause 8** are reasonable and are entered into for the purpose of protecting the goodwill of the business of the JVCo and its Subsidiaries.

8.7 Each of the undertakings contained in **clause 8** will be, and is, a separate undertaking by each of the Shareholders and will be enforceable by the JVCo (for itself and as trustee for each Relevant Company) and the other Shareholders separately and independently of each other and if one or more of the undertakings contained in **clause 8.2** or **clause 8.3** is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade the remaining undertakings will continue to bind each of them.

8.8 If any undertaking contained in **clause 8.2** or **clause 8.3** would be void as drawn but would be valid if the period of application were reduced or if some part of the undertaking were deleted, the undertaking in question will apply with such modifications as may be necessary to make it valid and effective.

9. TRANSFER OF SHARES

9.1 Any Shareholder may transfer any Shares pursuant to this **clause 9** but not otherwise.

Pre-emption procedures

9.2 Any person (**"proposing transferor"**) proposing to transfer any Shares shall give notice in writing (**"transfer notice"**) to the JVCo that he desires to transfer the same and specifying the price per Share at which he is willing to sell them. The transfer notice shall constitute the JVCo the agent of the proposing transferor for the sale of *all* of the Shares held by the proposing transferor (together with all rights then attached thereto) to the other Shareholders (**"purchasing Shareholders"**) at the price specified in the transfer notice or at the fair value determined in accordance with **clause 9.4** (whichever shall be the lower). A transfer notice shall not be revocable except either with the sanction of the Directors.

9.3 Within seven days of the receipt by the JVCo of the transfer notice, the Shares comprised in any transfer notice shall be offered to the purchasing Shareholders (other than the proposing transferor) as nearly as may be in proportion to the

number of Shares held by them respectively. Such offer shall be made by notice in writing ("**offer notice**") which shall state:

9.3.1 the identity of the proposing transferor, the number Shares comprised in the transfer notice and the price per Share specified in the transfer notice and inform the purchasing Shareholders that shares are offered to them in accordance with the provisions of this **clause 9.3**;

9.3.2 that each purchasing Shareholders has the right to request a determination of the fair value of the shares comprised in the transfer notice under **clause 9.4**;

9.3.3 that each of the shares in question is being offered to purchasing Shareholders at the lower of the price specified in the transfer notice and (if applicable) its fair value as determined in accordance with **clause 9.4**;

9.3.4 the period in which the offer may be accepted (not being less than *22* days or more than *42* days after the date of the offer notice);

9.3.5 that, if such a determination of the fair value is requested, the offer will remain open for acceptance until the expiry of a period of 14 days commencing on the date of the notice of the determination of the fair value given pursuant to **clause 9.4** or until the expiry of the period referred to in **clause 9.3.4** whichever is the later.

For the purpose of this clause an offer shall be deemed to be accepted on the day on which the acceptance is received by the JVCo and may, if so specified in the acceptance, be accepted by a purchasing Shareholder in respect of a lesser number of shares than his full proportionate entitlement. If all the purchasing Shareholders do not accept the offer in respect of their respective proportions in full the Shares not so accepted shall be used to satisfy any claims for additional Shares (notified in response to the offer notice) as nearly as may be in proportion to the number of Shares already held by the purchasing Shareholders claiming additional Shares, provided that no purchasing Shareholder shall be obliged to take more Shares than he shall have applied for. If any Shares shall not be capable of being offered to the purchasing Shareholders in proportion to their existing holdings, except by way of fractions the same shall be offered to the purchasing Shareholders, or some of them, in such proportions as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

9.4 Any purchasing Shareholder may, not later than 8 days after the date of the offer notice, serve on the JVCo a notice in writing (a "**fair value notice**") requiring that the JVCo appoints the auditors for the time being of the JVCo to determine and confirm to the JVCo in writing the sum which in their opinion represents the fair value ("fair value") of each of the Shares comprised in the

transfer notice as at the date of the transfer notice and the following provisions shall apply:

9.4.1 In determining and confirming the fair value, the auditors shall value each Share on the basis of the value of the JVCo as a going concern at the date of the transfer notice;

9.4.2 Forthwith upon receipt from the auditors of their written confirmation of their determination of the fair value, the JVCo shall by notice in writing inform all purchasing Shareholders of the determined fair value of each Share and of the price per Share (being the lower of (a) the price specified in the transfer notice and (b) the determined fair value of each Share) at which the Shares comprised in the transfer notice are offered for sale ("**Transfer Price**"); and

9.4.3 If the shares specified in a transfer notice are less than one half of the issued shares, the auditors shall reduce the fair value determined to such extent as they consider appropriate to reflect the fact that they constitute a minority holding and, if the shares specified in a transfer notice are one-half or more of the issued shares, the auditors shall increase the fair value by such amount as they consider appropriate to reflect the control they confer.

9.5 If purchasing Shareholders shall be found for all the shares comprised in the transfer notice within the appropriate period specified in this clause, the JVCo shall not later than seven days after the expiry of such period give notice in writing ("**sale notice**") to the proposing transferor specifying the purchasing Shareholders and the number of Shares be purchased by each of them and the proposing transferor shall be bound upon payment of the price due in respect of all the Shares comprised in the transfer notice to transfer the Shares to the purchasing Shareholders.

9.6 If in any case the proposing transferor, after having become bound makes default in transferring any shares, the JVCo may receive the purchase money on his behalf and may authorise some person to execute a transfer of such shares on behalf of the proposing transferor in favour of the purchasing class members or purchasing members as the case may be. For the purposes of authorising an individual to execute a transfer on behalf of the proposing transferor, a meeting of the board shall be treated as quorate and a resolution shall be capable of being duly passed without the need for the Directors appointed or nominated by the proposing transferor being present, represented or voting. The receipt of the JVCo for the purchase money shall be a good discharge to the purchasing Shareholders. The JVCo shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.

Sale to a third party

9.7 If the JVCo shall not give a sale notice to the proposing transferor within the time specified for that purpose in **clause 9.3** in respect of sales to purchasing Shareholders, he shall, during the period of 3 months next following the expiry of the time so specified, be at liberty to transfer all of the Shares comprised in the transfer notice to any person or persons provided that the price per Share obtained upon such share transfer shall in no circumstances be less than the Transfer Price and the proposing transferor shall upon request furnish such information to the Directors as they shall require in relation to the price per share obtained as aforesaid. The Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the buyer, and if not so satisfied, may refuse to register the instrument of transfer.

9.8 Whenever any Shareholder who is employed by the JVCo in any capacity or is a director of the JVCo (or both) ceases to be employed by the JVCo or to hold office for any reason, excluding by reason of the death of such member, the Directors may at any time not later than 28 days after his ceasing to be employed or to hold office (as the case may be) resolve that such Shareholder shall (unless he has already given a transfer notice) be bound within such period as may be specified in such resolution to give a transfer notice pursuant to this **clause 9** in respect of his entire shareholding in the JVCo.

9.9 In the event of such Shareholder failing to give a transfer notice within such period as may be specified in such resolution referred to in **clause 9.8** he shall upon the expiration of such period be deemed to have given a transfer notice in respect of all shares then held by him at such time and the provisions of **clause 9.2 – 9.6** (inclusive) shall mutatis mutandis apply.

Unauthorised transfers null and void

9.10 Except for a Permitted Transfer (as defined in **clause 9.15**), any transfer or purported transfer of a share made otherwise than in accordance with the foregoing provisions shall be null and void and of no effect.

Deemed transfers

9.11 If a Shareholder, or other person entitled to transfer a share, at any time attempts to transfer, deal with or dispose of a share or any legal or beneficial interest therein otherwise than in accordance with the foregoing provisions of this clause, or if any of the events specified in **clause 9.13** occurs in respect of a Shareholder, the provisions of **clause 9.12** shall apply.

9.12 Where **clause 9.13** applies to any Shareholder, such Shareholder shall be deemed to have given a transfer notice on the occurrence of such attempt or event and to have specified in such transfer notice as the price per Share, the fair value of each Share to be determined and confirmed in accordance with **clause 9.4** and the provisions of **clause 9.2 – 9.7** (inclusive) shall mutatis mutandis apply (on the basis that there is no requirement that all but not some only of the shares the subject of the deemed transfer notice must be sold to existing Shareholders).

9.13 The events referred to in **clause 9.11** are:

9.13.1 any Shareholder (being a corporation) proposing or passing a resolution for its winding up, being subject to an order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off, having an administrator appointed in respect of it, proposing, making or being subject to an arrangement or composition with its creditors generally, applying to a court of competent jurisdiction for protection from its creditors generally or for a scheme of arrangement (save in the latter case for the purpose of a voluntary reconstruction or amalgamation) or having a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;

9.13.2 any Shareholder (being an individual) proposing, making or being subject to an arrangement or composition with his creditors generally or having a bankruptcy order made against him;

9.13.3 any Shareholder (being an employee of or consultant to the JVCo) ceasing to be so employed;

9.13.4 any member (being an individual) becoming a patient for the purposes of any statute relating to mental health;

9.13.5 the occurrence of a Deadlock Event and subject to the terms as set out under **clause 12.**

Permitted Transfers

9.14 The provisions of **clause 9.2 – 9.7** (inclusive) will not apply to a Permitted Transfer (as defined in **clause 9.15**):

9.15 A "Permitted Transfer" means:

9.15.1 any transfer of any shares to which all the Shareholders give their consent in writing;

9.15.2 a purchase by the JVCo of its own shares;

9.15.3 any transfer of any shares by a corporate Shareholder to an associated undertaking;

9.15.4 any transfer of any shares by a corporate Shareholder to a company formed to acquire the whole or substantially the whole of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction;

9.15.5 any transfer of shares pursuant to **clauses 9.16 (Tag Along)** and **9.19 (Drag Along).**

Tag Along

9.16 Subject to **clauses 9.17** and **9.21**, if the effect of any transfer of Shares would, if completed, result in the transferee together with persons connected with that transferee obtaining control of the JVCo, the transferor shall procure the making, by the proposed transferee, of a Come Along Offer to all Shareholders. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 30 days of the date of such offer (which date shall be specified in the offer) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed, the Board shall not sanction the making and registration of the relevant transfer or transfers.

9.17 The provisions of **clauses 9.16** and **9.19** shall not apply to any transfer of Shares pursuant to **clauses 9.14** and **9.15 (other than clause 9.15.5**) (Permitted Transfers).

9.18 **"Come Along Offer"** means an unconditional offer, open for acceptance for not less than 30 days, to purchase Shares held by the recipients of a Come Along Offer free from all liens, charges and encumbrances at a price per Share equal to the highest price per Share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **clause 9.16** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Come Along Offer) within the period of one year ending on the proposed date of completion of such transfer of Shares.

Drag Along

9.19 If any member or members holding in aggregate [75%] or more of the voting rights in the JVCo (the "**Sellers**") wish to transfer their Shares (the "**Offer**") to any independent third party (the "**Buyer**") pursuant to a bona fide arms length transaction, then the Sellers shall also have the option to require all of the other holders of Shares to transfer their Shares to the Buyer, or as the Buyer directs,

by giving notice (the "**Drag Along Notice**") to that effect to all such other holders or persons (the "**Called Shareholders**") specifying that the Called Shareholders are or will be required to transfer their Shares pursuant to **Clauses 9.19** and **9.20** free from all liens, charges and encumbrances and the price (the "**Proposed Price**") at which such Shares are proposed to be transferred such price being the same price per share which the Buyer is offering to the Sellers.

9.20 If the Called Shareholders (or any of them) shall make default in transferring their Shares pursuant to **Clause 9.19**, the provisions of **Clause 9.6** shall apply to the transfer of such Shares mutatis mutandis except that the Transfer Price shall be the Proposed Price.

9.21 Following the service of a Drag Along Notice and for as long as such notice remains in effect, Shares held by Called Shareholders may not be transferred otherwise than under **Clause 9.19** and the provisions of **Clause 9.16** shall not apply.

9.22 It shall be a condition of the transfer of any Shares by any Shareholder to another person (who was not previously a Shareholder) in accordance with this Agreement and the Articles that the transferee of such shares enters into a deed of adherence with the remaining Shareholders in the form set out in **Schedule 3**.

9.23 Unless otherwise agreed by all the Shareholders, it shall be a condition of the transfer of any Shares that the transferor assigns to the transferee the amount of any Loan made by the transferor to the JVCo pursuant to this Agreement for a consideration equal to the aggregate of such Loan or, if the Shares do not comprise the transferor's total holding of Shares, such proportion of such Loan as equates to the proportion that the Shares being transferred bears to the transferor's total holding of Shares.

9.24 Save as contemplated in this Agreement each of the Shareholders undertakes that it will not create or permit to exist any Encumbrance over or in respect of all or any part of its Shares nor assign or otherwise purport to deal with its beneficial ownership in, or any right relating to, its Shares separate from the legal ownership of such Shares.

10. CONSEQUENCES OF BREACH

10.1 A Shareholder shall be deemed to have committed an act of default (in this **clause 10** called a "**Default**") if:

10.1.1 it commits a material breach of its obligations under this Agreement which cannot effectively be remedied or which the Shareholder fails effectively to remedy within *15* Business Days of receipt of a notice in writing from any other Shareholder specifying the breach and requiring remedy;

10.1.2 it fails to participate in two consecutive duly convened general meetings (without good reason);

10.1.3 the Directors nominated by it (or their duly appointed alternates) fail to participate in two consecutive duly convened Board meetings (without good reason);

10.1.4 it (being a company) is subject to a Change in Control or its Holding Company is subject to a Change in Control; or

10.1.5 Wilfully or intentionally divulge or release sensitive or confidential information as stated under **clause 13** to a third party.

10.2 For the purposes of **clause 10.1** the expression "**material breach**" means a breach, of any of the terms of any of this Agreement (not including a failure to participate in, or procure the Directors nominated by it to participate in meetings), which is serious in the widest sense of having a serious effect on the benefit which any other Shareholder would otherwise derive from this Agreement. In deciding whether any breach is material no referral shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

10.3 Subject to **clause 10.4**, if a Shareholder (in this **clause 10** called a "**Defaulting Shareholder**" (which expression shall be deemed to include the personal representatives of a deceased Shareholder) is deemed to have committed a Default, any other Shareholder may at any time within 30 Business Days of becoming aware of the Default serve notice in writing ("**Default Notice**") on the Defaulting Shareholder in which event:

10.3.1 the provisions of **clause 6.5 and 6.6** shall apply to the Defaulting Shareholder;

10.3.2 the provisions of **clause 9.8** shall apply to the Defaulting Shareholder;

10.3.3 if all the Shares to which **clause 10.3.2** applies are not bought pursuant to **clause 9.8** the transfer notice deemed to have been served in respect of such Shares shall be deemed to have lapsed but the Defaulting Shareholder shall not be entitled to exercise any rights to appoint and remove Directors and the consent of the Defaulting Shareholder shall not be required to any of the matters specified in **Schedule 1** or any other provision of this Agreement or the Articles as being matters requiring the consent of the Defaulting Shareholder and the JVCo shall be entitled to undertake any of such matters without such consent(s). The Defaulting Shareholder shall accept willingly without contest to sell his shares at a price below the market.

10.4 A Default Notice shall not be served under **clause 10.3** if the circumstances entitling a Shareholder to serve a Default Notice also give rise to a Deadlock as provided in **clause 12**.

11. TERMINATION

11.1 This Agreement shall terminate when:

11.1.1 all the Shareholders agree in writing to its termination;

11.1.2 all of the Shares become beneficially owned by any one Shareholder;

11.1.3 all of the Shares become beneficially owned by a third party from an solicited or unsolicited offer to sell;

11.1.4 the JVCo passes a resolution for its winding up, is subject to an order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off or has an administrator appointed in respect of it;

11.1.5 the JVCo's ordinary shares are admitted to listing or admitted to trading on any stock exchange or recognised investment exchange; or

11.2 The following provisions of this Agreement remain in full force after termination:

11.2.1 **Clause 1** (interpretation);

11.2.2 **Clause 8** (promotion of the JVCo's business);

11.2.3 this **clause 11**;

11.2.4 **Clause 13** (confidentiality);

11.2.5 **Clause 16** (waiver);

11.2.6 **Clause 17** (variation);

11.2.7 **Clause 19** (notices);

11.2.8 **Clause 21** (costs);

11.2.9 **Clause 22** (severability);

11.2.10 **Clause 23** (entire agreement); and

11.2.11 **Clause 27** (governing law and jurisdiction);

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11.3 Termination of this Agreement shall not affect any rights or liabilities that the Shareholders have accrued under it.

11.4 If at any time a Shareholder ceases to hold Shares as a result of a transfer of Shares made in accordance with this Agreement and the Articles, this Agreement (save for **clauses 8, 13,** and **31**) shall terminate with respect to that Shareholder.

12. DEADLOCK

12.1 This **clause 12** shall apply in any case where one or more members holding in aggregate more than 20% of the Shares ("the **Proponents"** which expression shall include the Director or Directors appointed by such member or members) proposes that the JVCo does one of the matters set out in **Schedule 1** and this is vetoed by one or more members holding in aggregate more than 20% of the Shares ("the **Opponents**" which expression shall include the Director or Directors appointed by such member or members) either:

12.1.1 actually at a Board or general meeting; or

12.1.2 effectively by the Opponents failing to participate in 2 consecutive duly convened meetings (Board meetings and/or 2 consecutive duly convened general meetings over a period of not less than four weeks having been notified in advance by the Proponents that the agenda for such meetings included the consideration of the particular matter or matters to which **Schedule 1** applied.

12.2 In the case of any such circumstance ("**Deadlock**") arising, each of the Opponents and the Proponents shall, within 10 Business Days after the date when the Deadlock arose, prepare and circulate (or procure to be prepared and circulated) to all Shareholder(s) a memorandum or other appropriate form of statement ("**Explanatory Memorandum**") setting out its or their position on the matter in dispute and its or their reasons for adopting such position. The Proponents and the Opponents shall then respectively use their best endeavours, acting in good faith, to resolve the Deadlock. Such best endeavours shall include one individual authorised on behalf of the Proponents and one individual authorised on behalf of the Opponents meeting within 10 Business Days following the circulation of the second Explanatory Memorandum.

12.3 If the Deadlock is not resolved pursuant to **clause 12.2** within 30 Business Days following the circulation of the second Explanatory Memorandum, either the Proponents or the Opponents may refer the dispute to mediation.

12.4 In the event that the Deadlock remains unresolved, then within 10 Business Days of a mediation being held pursuant to **clause 12.3** above or, where no mediation is held (due to dispute on mediation body) the Proponents may, by notice in writing to the Opponents, require either:

12.4.1 that the Opponents transfer all of their Shares to the Proponents (a "**Transfer Notice**"), in which event the provisions of **clauses 9.11** and **9.12** (Deemed Transfers) shall apply; or

12.4.2 that all the Shares are put up for sale (a "**Third Party Sale Notice**"), in which event (subject to **clause 12.10**) the provisions of **clause 12.6** shall apply; or

12.4.3 that all the business and assets of the JVCo are put up for sale and the JVCo is wound up (a "**Winding Up Notice**"), in which event (subject to **clause 12.10**) the provisions of **clause 12.8** shall apply

12.5 If no notice is served in accordance with the time limits set out in **clause 12.4** (and **clause 12.7** where appropriate), the Proponents shall have no further rights under this **clause 12** in respect of the Deadlock (without prejudice to any rights in respect of any subsequent Deadlock).

12.6 In the event that a Third Party Sale Notice is served and an independent third party who wishes to buy all of the Shares on arm's length terms is identified within four months of the Third Party Sale Notice, the provisions of **clauses 9.19** to **9.21 (Drag Along)** shall be deemed to apply.

12.7 In the event that a Third Party Sale Notice is served and no buyer is identified within the specified period of four months of the Third Party Sale Notice or no sale is completed within a period of six months of the Third Party Sale Notice (or, in either case, such longer period as the holders of not less than 75% of the voting rights in the JVCo may agree), the Proponents shall be entitled to serve a Transfer Notice or a Winding Up Notice no later than 10 Business Days after the end of the relevant period. In this event the Proponents shall not subsequently be entitled to re-invoke the provisions of **clause 12.4.2.**

12.8 In the event that a Winding Up Notice is served the business and assets of the JVCo shall be put up for sale and there shall be appointed to supervise such sale a qualified agent experienced in the sale of similar businesses and assets and agreed upon by the Proponents and the Opponents within 10 Business Days of the Winding Up Notice. Such qualified agent shall seek offers for the business and assets of the JVCo at their open market value and all the Shareholders shall be bound by the most appropriate offer for the business and assets if the same be recommended to them by such qualified agent.

12.9 If the resolutions and (if relevant) the declaration or meeting for the winding up of the JVCo are not passed, made or convened (as the case may be) within 10 Business Days of the giving of the notice to wind up the JVCo referred to above, the Shareholder(s) serving such notice shall thereupon be automatically appointed as attorney and proxy for and on behalf of the other Shareholders for the purpose of passing the appropriate resolution(s) to wind up the JVCo, to remove from office any Directors appointed by the other Shareholders and to

appoint on behalf of the other Shareholders such other persons in their place as it or they think(s) fit to enable the Directors to hold the relevant board meeting to pass the appropriate resolutions and swear the appropriate statutory declaration of solvency (if applicable) or convene the meeting of creditors.

12.10 If the Proponents serve a Third Party Sale Notice or a Winding Up Notice, the Opponents may, by notice in writing given within 10 Business Days of receipt of the notice from the Proponents, require the Proponents to transfer all of their Shares to the Opponents, in which event:

12.10.1 **clauses 12.6** to **12.9** (as appropriate) shall not apply;

12.10.2 the provisions of **clauses 9.11** and **9.12** of the Articles (Deemed Transfers) shall apply; and

12.10.3 **clause 12.5** shall apply to the Opponents in respect of the time limit set out in this **clause 12.10** as if references to the Proponents and to **clause 12.4** were to the Opponents and to this **clause 12.10**.

12.11 If the Proponents buy the Shares of the Opponents or vice versa, the Shareholders making up the Proponents (or the Opponents as the case may be) shall, if more than one, buy the Shares pro rata to their existing Shareholdings (or otherwise as agreed).

12.12 Between the date the first Explanatory Memorandum is circulated and the date the Deadlock is resolved (including pursuant to **clauses 12.4 or 12.10**):

12.12.1 the Annual Business Plan shall continue to apply; and

12.12.2 save as expressly provided in this **clause 12**, no Shareholder shall invoke the provisions of **clause 9** (Transfer of Shares).

12.13 Any Shareholder who is not originally a Proponent or an Opponent shall:

12.13.1 be sent copies of all communications relating to the Deadlock and its potential resolution referred to in or pursuant to this **clause 12**;

12.13.2 be entitled to circulate an Explanatory Memorandum within 20 Business Days following receipt of the second Explanatory Memorandum circulated pursuant to **clause 12.2**.

12.13.3 elect to become a Proponent or Opponent by no later than 30 Business Days following receipt of the second Explanatory Memorandum circulated pursuant to **clause 12** and in default of so doing shall be deemed to have elected to be an Opponent.

12.14 The transfer of any Shares pursuant to this **clause 16** shall be deemed to have been consented to by all Shareholders in writing.

13. CONFIDENTIALITY AND ANNOUNCEMENTS

13.1 In this clause the expression **"Confidential Information"** means any information:

13.1.1 which any of the Shareholders may have or acquire (whether before or after the date of this Agreement) in relation to the customers, business, assets or affairs of the JVCo;

13.1.2 which any Shareholder or any of its Group Companies may have or acquire (whether before or after the date of this Agreement) in relation to the customers, business, assets or affairs of another party, or any Group Companies of another party, as a consequence of the negotiations relating to this Agreement or the performance of this Agreement; or

13.1.3 which any of the Shareholders may have or acquire (whether before or after the date of this Agreement) in relation to his stage of employment or employing company that he works for; or

13.1.4 which relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement),

but excludes the information in **clause 13.2**.

13.2 Information is not Confidential Information if:

13.2.1 it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement; or

13.2.2 any Shareholder can establish to the reasonable satisfaction of the other Shareholders that it found out the information from a source not connected with the other Shareholders or their respective Groups and that the source was not under any obligation of confidence in respect of the information; or

13.2.3 any Shareholder can establish to the reasonable satisfaction of the other Shareholders that the information was known to it before the date of this Agreement and that it was not under any obligation of confidence in respect of the information; or

13.2.4 the Shareholders agree in writing that it is not confidential.

13.3 Each Shareholder shall at all times use all reasonable endeavours to keep confidential any Confidential Information and shall not use or disclose any such confidential information except:

13.3.1 to any member as the case may be, or to a Shareholder's professional advisers where such disclosure is for a proper purpose related to the operation of this Agreement; or

13.3.2 with the consent in writing of such of the JVCo, its Subsidiaries, the Shareholders or any of their respective Group Companies to which the information relates; or

13.3.3 as may be required by law or by the rules of any recognised investment exchange or Authority, when the Shareholder concerned shall, if practicable, supply a copy of the required disclosure to the other Shareholders, in sufficient time before it is disclosed to enable the other Shareholders to consider and suggest amendments to it, and incorporate any amendments reasonably required by the others; or

13.3.4 to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Shareholder concerned or any of its Group Companies; or

13.3.5 if the information comes within the public domain (otherwise than as a result of the breach of this **clause 13.3**).

13.4 Each Shareholder shall inform (and shall use all reasonable endeavours to procure that any Group Company and the JVCo shall inform) any officer, employee or agent or any professional adviser advising it in relation to the matters referred to in this Agreement, or to whom it provides Confidential Information, that such information is confidential and shall require them:

13.4.1 to keep it confidential; and

13.4.2 not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement).

13.5 Upon termination of this Agreement, any of the Shareholders may demand from the others and the JVCo the return of any documents containing Confidential Information in relation to that Shareholder or any of its Group Companies by notice in writing whereupon the other Shareholders shall (and shall use all reasonable endeavours to ensure that its Group Companies, and the officers, employees, agents and professional advisers of it and those of its Group Companies and of the JVCo) shall (save for any submission to or filings with any Authority):

13.5.1 return such documents; and

13.5.2 destroy any copies of such documents and any other document or other record reproducing, containing or made from or with reference to the Confidential Information,

13.6 Any return or destruction pursuant to **clause 13.5** shall take place as soon as practicable after the receipt of any such notice.

13.7 The obligations of each of the Shareholders in this **clause 13** shall continue without limit in time and notwithstanding termination of this Agreement for any cause.

13.8 None of the parties shall make or permit or authorise the making of any press release or other public statement or disclosure concerning the transactions contemplated by this Agreement or any matter arising our of or ancillary to it including any dispute between the parties in respect of such transactions or ancillary matters or the termination of this Agreement or cessation without the prior consent in writing of the other parties (except as required by any recognised investment exchange or any Authority) but before any party makes any such release, statement or disclosure it shall *where practicable* first supply a copy of it to the other parties and shall incorporate any amendments or additions they may each reasonably require. Nothing in this **clause 13.8** shall prevent any party from commencing or pursuing *arbitration proceedings or court proceedings which are ancillary to and commenced purely in support of arbitration proceedings* in relation to this Agreement or any matter arising out of or ancillary to it.

14. WARRANTIES

14.1 Each Shareholder warrants to the others that, at the date of this Agreement it has full power and authority, and has obtained the consent of any third party necessary, to enter into and perform this Agreement.

15. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall constitute a partnership between the Shareholders or constitute one the agent of another and none of the

Shareholders shall do or suffer anything to be done whereby it shall or may be represented that it is the partner or agent of another Shareholder unless such Shareholder is appointed partner or agent of that other Shareholder with the consent in writing of that Shareholder.

16. **WAIVER**

The waiver by any Shareholder or by the JVCo of any default by any other Shareholder or by the JVCo in the performance of any obligation of such other Shareholder or the JVCo under this Agreement shall not affect such Shareholder's or the JVCo's rights in respect of any other default nor any subsequent default of the same or of a different kind nor shall any delay or omission of any Shareholder or of the JVCo to exercise any right arising from any default, affect or prejudice the rights of that Shareholder or of the JVCo as to the same or any future default. For the avoidance of doubt and without prejudice to the generality of the foregoing, any failure by any Shareholder to comment upon or raise any objection to the fact that any matter referred to in **Schedule 1** has been effected without the consent of the Shareholders shall not be deemed to constitute consent to such action and nor shall the taking of any such action on any two or more occasions without such comment or objection be deemed to constitute accepted general practice.

17. **VARIATION**

Any variation of any term of this Agreement shall be in writing duly signed by the Shareholders and the JVCo.

18. **CONFLICT WITH ARTICLES**

Where the provisions of the Articles conflict with the provisions of this Agreement, the Shareholders agree that the provisions of this Agreement shall prevail, to the intent that they shall if necessary in any case procure the amendment of the Articles to the extent required to enable the JVCo and its affairs to be administered as provided in this Agreement.

19. **NOTICES**

Subject to the provisions of the Articles regulating certain types of notices from the JVCo to the Shareholders:

19.1 Any demand, notice or other communication given or made under or in connection with this Agreement will be in writing;

19.2 Any such demand, notice or other communication will, if given or made in accordance with this **clause 19**, be deemed to have been duly given or made as follows:

19.2.1 if sent by prepaid first class post, on the second Business Day after the date of posting; or

19.2.2 if delivered by hand, upon delivery at the address provided for in this **clause 19**; or

19.2.3 if sent in electronic form, on the day of transmission;

provided however that, if it is delivered by hand or sent in electronic form on a day which is not a Business Day or after 4.00 pm on a Business Day, it will instead be deemed to have been given or made on the next Business Day.

19.3 Any such demand, notice or other communication will, in the case of service by post or delivery by hand, be addressed to the recipient at the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service.

19.4 Any such demand, notice or other communication will, in the case of service in electronic form, be sent to the recipient using an electronic address then used by the recipient.

19.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

20. UNLAWFUL FETTER ON THE JVCO'S STATUTORY POWERS

20.1 Notwithstanding any other provision contained in this Agreement the JVCo shall not be bound by any provision of this Agreement to the extent that it would constitute an unlawful fetter on any statutory power of the JVCo, but any such provision shall remain valid and binding as regards all other parties to which it is expressed to apply.

20.2 Nothing in this Agreement shall be construed to be a resolution of all the members of the JVCo in the absence of a properly passed resolution in accordance with the Articles.

21. COSTS

Each of the Shareholders will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.

22. **SEVERABILITY**

The illegality, invalidity or unenforceability of any provision of this Agreement will not affect the legality, validity or enforceability of the remainder. If any such provision is found by any competent court or authority to be illegal, invalid or unenforceable the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without rendering them illegal, invalid or unenforceable.

23. **ENTIRE AGREEMENT**

This Agreement and the Articles constitute the entire contractual relationship between the parties in relation thereto and there are no representations, promises, terms, conditions or obligations between the parties other than those contained or expressly referred to therein. This clause does not restrict liability of any party arising as a result of any fraud.

24. **ASSIGNMENT**

None of the Shareholders shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior consent in writing of the other Shareholders except to a transferee of that Shareholder's Shares pursuant to a transfer permitted under the Articles and subject to the transferee complying with **clause 9.3**.

25. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

25.1 This Agreement shall be binding on and enforceable by the Shareholders, by their Subsidiaries and by any Director.

25.2 Except as provided in **clause 25.1**, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

25.3 The parties reserve the right to rescind or vary this Agreement or any of its terms without the consent of any Subsidiary of the Shareholders or of any Director.

26. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had executed the same document.

27. **AGREEMENT SURVIVES COMPLETION**

This Agreement (other than obligations that have been fully performed) remains in full force after Completion.

28. **GOVERNING LAW AND JURISDICTION**

28.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of The Republic of The Union of Myanmar.

28.2 The courts of The Republic of The Union of Myanmar will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement including (without limitation) in relation to any non-contractual obligations. The parties irrevocably agree to submit to that jurisdiction.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Matters reserved for approval of Shareholders (clause 5)

The Shareholders shall procure that, *except as specifically provided for in the Annual Business Plan or with the consent of the Board of OILTECH HOLDINGS (2014) PTE LTD* , neither the JVCo nor any Subsidiary of the JVCo shall do any of the matters set out in this Schedule.

1. extend the activities of the JVCo outside the scope of the Business or close down any business operation;

2. give any guarantee, suretyship or indemnity outside the ordinary course of business to secure the liabilities of any person or assume the obligations of any person (other than a wholly-owned Subsidiary);

3. enter into or vary any contracts or arrangements with any of the Shareholders or Directors or any person with whom any Shareholder or Director is connected (whether as director, consultant, shareholder or otherwise);

4. enter into *or make any material variation to* any agreement not in the ordinary course of the Business and/or which is not on an arm's length basis;

5. enter into or vary any agreement for the provision of consultancy, management or other services by any person which will, or is likely to result in, the JVCo being managed otherwise than by its Directors;

6. appoint or remove the auditors of the JVCo;

7. alter the JVCo's accounting reference date;

8. make any *significant* change to any of the JVCo's accounting or reporting practices;

9. pay any fees, remuneration or other sums to or in respect of the services of any Director or vary any such fees or remuneration. For the avoidance of doubt this **paragraph 9** shall not apply to the payment or reimbursement of expenses properly incurred by any Director in the course of carrying out his duties in relation to the JVCo nor to any payment under any indemnity by the JVCo to which the Director is [*entitled pursuant to the Articles*] or under any relevant law;

10. change the name of the JVCo;

11. otherwise than pursuant to the terms of this Agreement, pass a resolution or present a petition to wind up the JVCo or apply for an administration order or

any order having similar effect in a different jurisdiction in relation to the JVCo unless in any case the JVCo is at the relevant time unable to pay its debts and the Directors reasonably consider (taking into account their fiduciary duties) that it ought to be wound up or it ought to enter into administration;

12. apply for admission to listing or admission to trading on a stock exchange or on any other investment exchange;

13. save as provided in **clause 2**, reduce or cancel any share capital of the JVCo, allot or agree to allot, whether actually or contingently, any of the share capital of the JVCo or any security of the JVCo convertible into share capital, grant any options or other rights to subscribe for or to convert any security into shares of the JVCo or alter the classification of any part of the share capital of the JVCo;

14. make any capitalisation, repayment or other distribution of any amount standing to the credit of any reserve of the JVCo or pay or declare any dividend (other than pursuant to **clause 7**) or other distribution to the Shareholders or redeem or buy any Shares or otherwise reorganise the share capital of the JVCo;

15. admit any person whether by subscription or transfer as a member of the JVCo save as provided for in this Agreement;

16. enter into any partnership, joint venture or profit sharing arrangement with any person or create any share option, bonus or other incentive scheme;

17. unless required for the purposes of **clause 5.1.7**, alter any of the provisions of the Articles or any of the rights attaching to the Shares;

18. appoint or remove any Director of the JVCo otherwise than in accordance with this Agreement and the Articles;

19. amalgamate or merge with any other company or business undertaking.

20. adopt any Annual Business Plan or amend any Annual Business Plan after its approval.

21. sell, lease (as lessor), license (as licensor), transfer or otherwise dispose of any of its material assets otherwise than in the ordinary course of the Business;

22. enter into or vary any licence or other similar agreement relating to intellectual property to be licensed to or by the JVCo which is otherwise than in the ordinary course of business;

23. approve or sign the annual accounts of the JVCo;

24. establish or amend any pension scheme;

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25. change the names or the scope of the authority of the persons authorised to sign cheques or other financial instruments on behalf of the JVCo;

26. enter into any agency, distribution or similar agreement which confers or is expressed to confer any element of exclusivity as regards any goods or services the subject of such agreement or as to the area of the agreement or vary such an agreement to include any such exclusivity;

General

27. enter into or vary any agreement to do any of the things referred to in the above paragraphs of this **Schedule 1**.

SCHEDULE 2

GENERAL MANAGER

FOR THE AVOIDANCE OF DOUBT, BUT NOT IN LIMITATION, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES, NO DECISIONS IN RELATION TO THE FOLLOWING MATTERS SHALL BE MADE OR EFFECTED IN RELATION TO THE JVCO WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS, PROVIDED THAT AT LEAST ONE DIRECTOR APPOINTED BY EACH SHAREHOLDER HAS VOTED IN FAVOR OF THE ACTION (BUT SUBJECT TO THOSE AREAS WHERE THE GENERAL MANAGER HAS AUTHORITY UNDER CLAUSE 4.8).

(A) CAPITAL EXPENDITURES (INCLUDING ANY INVESTMENT OR ANY CHANGE, VARIATION OR DIVESTING OF ANY INVESTMENT) IN EXCESS OF THE SPECIFIED AMOUNT NOTED IN THE SCHEDULE HEREIN (THE "SPECIFIED AMOUNT").

(B) THE EXTENSION OF THE SCOPE OF OPERATION OF THE BUSINESS.

(C) THE INVESTMENT OF JVCO FUNDS IN ANOTHER CORPORATION OR BUSINESS.

(D) THE DISPOSAL OF ASSETS OF THE JVCO OF A MARKET VALUE IN EXCESS OF THE SPECIFIED AMOUNT.

(E) ANY SALE, TRANSFER, LEASE OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL OF THE UNDERTAKING, PROPERTY OR ASSETS OF THE JVCO.

(F) THE TERMINATION OR MATERIAL AMENDMENT OF EXISTING OPERATIONAL POLICIES AND STRATEGIES APPLICABLE TO THE JVCO.

(G) THE TERMINATION OR MATERIAL AMENDMENT OF CONTRACTS.

(H) THE BORROWING, ACCEPTANCE, GRANTING, AMENDMENT OR TERMINATION OF ANY LOANS, GUARANTEES OR CREDIT FACILITIES BY THE JVCO, AND THE ISSUANCE OF MORTGAGES, DEBENTURES OR OTHER SECURITIES BY WAY OF SECURITY FOR THE SAME WITH A VALUE IN EXCESS OF THE SPECIFIED AMOUNT.

(I) THE APPROVAL OF THE ANNUAL BALANCE SHEET AND PROFIT AND LOSS ACCOUNT OF THE JVCO AND ANY REPORT OR STATEMENT ACCOMPANYING THE SAME.

(J) THE APPROVAL OF THE ANNUAL BUDGET FOR THE JVCO.

(K) MATERIAL CHANGES IN ACCOUNTING POLICIES AND METHODS OF THE JVCO.

(L) THE DECLARATION AND PAYMENT OF DIVIDENDS OR ADOPTION OF ANY GENERAL DIVIDEND POLICY OR POLICIES FOR REINVESTMENT OF PROFITS OR DEALING WITH OR DISPOSING OF THE PROFITS OR SURPLUS FUNDS OF THE JVCO.

(M) THE PROVISION OF SHAREHOLDERS LOANS.

(N) THE REPAYMENT OF ANY PRINCIPAL ON ANY SHAREHOLDERS LOANS.

(O) ANY CHANGE IN THE LIMIT OF THE AUTHORITY OF THE GENERAL MANAGER AS SET OUT IN CLAUSE 5.3 OF THIS AGREEMENT.

THE PARTIES SHALL PROCURE THAT THE JVCO SHALL AT ALL TIMES HAVE A GENERAL MANAGER NOMINATED BY THE BOARD. THE GENERAL MANAGER SHALL BE RESPONSIBLE FOR CONDUCTING OR SUPERVISING THE DAY-TO-DAY BUSINESS ACTIVITIES OF THE JVCO, HAVING THE AUTHORITY TO MAKE DECISIONS IN RELATION TO THE JVCO INCLUDING THE AUTHORITY TO:

(A) PURSUE AND PROMOTE NEW BUSINESS FOR THE JVCO.

(B) SUPERVISE AND ADMINISTER THE OPERATIONS OF THE JVCO GENERALLY.

(C) MAKE ANY RECOMMENDATION AS TO FURTHER OPERATING OR OTHER CAPITAL REQUIRED BY THE JVCO.

(D) SUBJECT TO THE LIMITS SPECIFIED UNDER CLAUSE 3.10, WHEREBY FULL BOARD APPROVAL IS REQUIRED, TO NEGOTIATE AND PROCURE THE ENTRY, BY THE JVCO, INTO CONTRACTS AND OTHER ARRANGEMENTS, AND/OR SUPERVISE OR DELEGATE THE NEGOTIATION, ENTRY INTO AND PERFORMANCE OF ALL CONTRACTS AND OTHER ARRANGEMENTS RELATIVE TO THE BUSINESS.

(E) APPROVE OR SUPERVISE EXPENDITURES (PROVIDED WITHIN BUDGETS PREVIOUSLY APPROVED BY THE BOARD IN ACCORDANCE WITH THIS AGREEMENT) AND DISPOSALS OF ASSETS BY THE JVCO AS FOLLOWS:

(1) CAPITAL EXPENDITURES, (INCLUDING ANY INVESTMENT OR ANY CHANGE, VARIATION OR DIVESTING OF ANY INVESTMENT) IN RELATION TO THE JVCO TO A VALUE OF UP TO AND INCLUDING THE SPECIFIED AMOUNT (OR SUCH OTHER LIMIT WHICH MAY BE FIXED FROM TIME TO TIME BY AGREEMENT OF ALL OF THE DIRECTORS).

(2) THE DISPOSAL OF ASSETS OF THE JVCO OF A BOOK VALUE UP TO AND INCLUDING THE SPECIFIED AMOUNT (OR SUCH OTHER LIMIT WHICH MAY BE FIXED FROM TIME TO TIME BY AGREEMENT OF ALL OF THE DIRECTORS).

(3) THE BORROWING, ACCEPTANCE, GRANTING, AMENDMENT OR TERMINATION OF ANY LOANS, GUARANTEES OR CREDIT FACILITIES BY THE JVCO, AND THE ISSUANCE OF GUARANTEES, INDEMNITIES, CHARGES, OR ANY OTHER SECURITIES BY WAY OF SECURITY FOR THE SAME, TO A VALUE OF UP TO AND INCLUDING THE SPECIFIED AMOUNT (OR SUCH OTHER LIMIT WHICH MAY BE FIXED FROM TIME TO TIME BY AGREEMENT OF ALL OF THE DIRECTORS).

(4) THE TERMINATION OR MATERIAL AMENDMENT OF CONTRACTS UNDER WHICH THE JVCO IS LIABLE FOR, OR IS ENTITLED TO, AN AMOUNT OF UP TO AND INCLUDING THE SPECIFIED AMOUNT (OR SUCH OTHER LIMIT WHICH MAY BE FIXED FROM TIME TO TIME BY AGREEMENT OF ALL OF THE DIRECTORS).

(F) EFFECT ALL PURCHASES, SALE AND RENTAL OF PRODUCTS AND EQUIPMENT AND TO DETERMINE PRICES AND CONDITIONS OF SALE OF ALL PRODUCTS AND EQUIPMENT SOLD OR RENTED IN THE BUSINESS (SUBJECT TO (E) ABOVE).

(G) EFFECT PROCEDURES WITH RESPECT TO SIGNING ALL DRAFTS, CHEQUES, LETTERS OF CREDIT AND OTHER DISBURSEMENTS CONSTITUTING A CHARGE AGAINST THE JVCO (SUBJECT TO (E) ABOVE) AND ANY ACCOUNT OPENING MANDATES AND BANKING AUTHORIZATIONS APPROVED BY ALL OF THE DIRECTORS AND COLLECT AND DEPOSIT ALL RECEIPTS DERIVED FROM SALES AND OTHER ACTIVITIES OF THE BUSINESS.

(H) ORGANIZE, DIRECT AND CONTROL ALL COMMERCIAL, ADMINISTRATIVE AND TECHNICAL DEPARTMENTS OF THE JVCO.

(I) IN CONSULTATION WITH THE SHAREHOLDERS, HIRE OR DISMISS OR CHANGE THE TERMS OF EMPLOYMENT OF ANY STAFF OR CONSULTANTS OF THE JVCO.

(J) SUPERVISE ALL STAFF OF THE JVCO.

(K) CONCLUDE CONTRACTS FOR INSURANCE.

(L) ENTER INTO ON BEHALF OF THE JVCO AND MAINTAIN LICENSING OR OTHER ARRANGEMENTS AS IT MAY DEEM NECESSARY OR DESIRABLE FOR CONDUCTING THE BUSINESS.

(M) DISCHARGE SUCH OTHER DUTIES AND COMPLY WITH SUCH DIRECTIONS AS MAY BE DETERMINED OR PROVIDED BY THE BOARD FROM TIME TO TIME.

THE PARTIES SHALL PROCURE THAT THE GENERAL MANAGER PROVIDE MONTHLY, QUARTERLY, AND ANNUAL PROFIT AND LOSS MANAGEMENT ACCOUNTS FOR THE JVCO, AND SUCH OTHER BUSINESS REPORTS AS THE SHAREHOLDERS MAY AGREE, COPIES OF WHICH SHALL BE MADE AVAILABLE TO EACH OF THE SHAREHOLDERS AS SOON AS THEY ARE AVAILABLE. SUCH REPORTS SHALL BE PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES CONSISTENTLY APPLIED, AND COMMERCIALLY ACCEPTED BUSINESS PRACTICES.

SCHEDULE 3

Deed of Adherence (clause 13.3)

THIS DEED OF ADHERENCE is made on 2011

BETWEEN

(1) [NAME OF COMPANY] (registered number [COMPANY NUMBER]) whose registered office is at [ADDRESS] ("the JVCo");

(2) The persons whose names and addresses are set out in the Schedule to this Deed ("the Joint Venture Parties"); and

(3) [NAME OF NEW PARTY] (registered number [COMPANY NUMBER]) whose registered office is at [ADDRESS] ("the New Party")

BACKGROUND

(A) This Deed is supplemental to a joint venture agreement dated [DATE] ("the Joint Venture Agreement") made between the persons whose names are set out in the Schedule to this Deed

(B) [NAME] ("the Exiting Shareholder") and the New Party have agreed to transfer [DETAILS OF SHARES] in accordance with clause 13 of the Joint Venture Agreement.

OPERATIVE PROVISIONS:

1. The definitions contained in the Joint Venture Agreement will have the same meanings in this Deed save where the context otherwise requires.

2. The New Party confirms that [*it*][*he*] [she] has been given and has read a copy of the Joint Venture Agreement and covenants with each person named in the Schedule to this Deed to perform and be bound [*with effect from the date of this Deed*] OR [*from the date on which the New Party is registered as a member of [NAME OF COMPANY]*] ("the Transfer Date") by all the terms of the Joint Venture Agreement [*(except for **clauses [NUMBERS]** of the Joint Venture Agreement*] [*(subject to **clause [NUMBER]** of the Joint Venture Agreement)*] [*which are capable of applying to the New Party and which have not been performed on or before the date of this Deed*] as if the New Party were named in the Joint Venture Agreement as a party to it in place of the Exiting shareholder. It is agreed that the New Party shall be entitled to the benefit of the provisions of the Joint Venture Agreement as if [it] [he[[she] was with effect from the Transfer Date a party to the Joint Venture Agreement and named in that Agreement as a party to it in place of the Exiting shareholder.

3. This Deed will be governed by and construed in accordance with the laws of England.

4. [*The Shareholders agree and confirm to each New Party who is entering into this Deed as a shareholder that the benefit of the warranties in [clause 14] of the Joint Venture Agreement shall extend to such New Party as if they had been given to such New Party by the Shareholders (as defined in the Joint Venture Agreement) pursuant to that Agreement*.]

5. This Deed may be executed in any number of counterparts, each of which when executed will be an original but together will constitute one and the same agreement.

THIS DOCUMENT is executed as a deed and is delivered on the date stated at the beginning of this Deed.

SCHEDULE

Parties to the Agreement

1. [NAME] of [ADDRESS]

2. [NAME] of [ADDRESS]

3. [NAME] of [ADDRESS]

[INSERT APPROPRIATE EXECUTION CLAUSES]

EXECUTED as a **DEED**)
by OILTECH HOLDINGS (2014) PTE LTD)
acting by MR KOH AH LEH and)
MS CHUNG NGEN THAI

[Director]

[Director]

EXECUTED as a **DEED**)
by ZILLION ZEST CO LTD)
acting by MR ZAW MIN NAING)

[Director]

OilTech (Myanmar) Limited.

FIRE PREVENTION PLAN

&

EMERGENCY ACTION PLAN

OilTech (MYANMAR) Ltd.
Building –A #09-02, Pearl Condo,Kabaraye Pagoda Road,
Bahan Township, Yangon, Myanmar.

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OilTech
Your Preferred Oilfield Services Partner

FIRE PREVENTION PLAN & EMERGENCY ACTION PLAN

INTRODUCTION:

This document is a plan to prepare for workplace emergencies. By auditing the workplace, training employees, obtaining and maintaining the necessary equipment, and by assigning responsibilities, human life and company resources will be preserved. The intent of this plan is to ensure all employees a safe and healthful workplace. Those employees' assigned specific duties under this plan will be provided the necessary training and equipment to ensure their safety. This plan applies to emergencies that could be reasonably expected in our workplace such as fire/smoke, tornadoes, bomb threats, leaks, etc.

EMERGENCY PLAN COORDINATORS:

Coordinators are responsible for the proper inventory and maintenance of equipment. They may be contacted by employees for further information.

Position	Name	Office	Contact Number
Executive QHSE			
Executive Operation			
General Manager			

MEANS OF REPORTING EMERGENCIES

All fires and emergencies will be reported by one or more of the following means as appropriate:

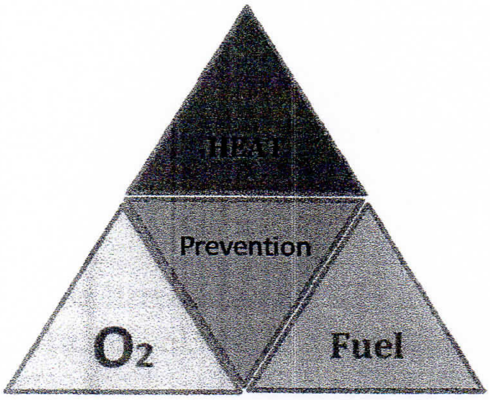
a. Verbally to the Coordinator during normal working hours.
b. By telephone if after hours/weekends.
c. By the building alarm system.
The following numbers will be posted throughout the facility:

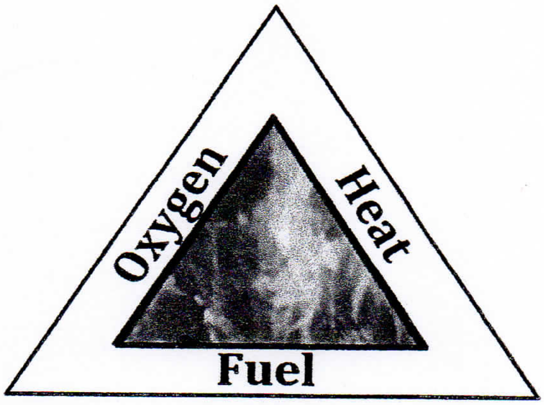
FIRE: 191 POLICE: 199 AMBULANCE: 192

FIRE SAFETY

What is Fire?

Fire is a rapid chemical reaction. Fire burns because four elements are present, fuel(crude oil, wood), oxygen (air), heat (sparks from welding, static electricity, friction, hot surfaces, electrical equipment, flames), and chain reaction.





Remove one of these (fuel, oxygen or heat) or stop the chain reaction and the fire will go out. Just as it takes all four sides to make a pyramid, it takes all four components (fuel, oxygen, heat and a chain reaction) to make a fire.

FIRE PYRAMID

Speed up the process and an explosion results.

TYPES OF FIRES

It is important that you be able to identify the type of fire to be fought, so that proper firefighting equipment can be used. The National Fire Protection Association (NFPA) classifies four categories of fires:

Class A

These are fires in ordinary combustible materials, such as wood, paper, textiles, packing material and rubbish. The cooling or quenching effects of water are effective in extinguishing these fires.
Class (A) fires are also extinguished by multipurpose chemicals which provide rapid know down of the flame and form a fire retardant coating which prevents re-flash.

Class B

Flammable liquids and gases such as oil, grease, gasoline or paint are the sources of Class B fires. These fires can occur in the vapor-air mixture over the surface of the flammable and combustible liquids. A smothering or combustion inhibiting effect is necessary to extinguish this type of fire. Dry chemicals, foam, Halon, FM 200, carbon dioxide and water fog all can be used as extinguishing agents.

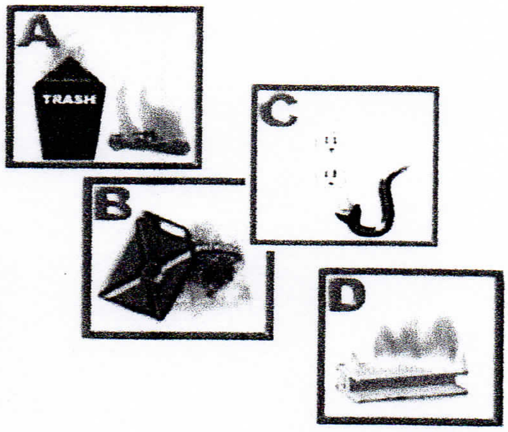
Class C

These fires occur in electrical equipment (motors, generators, switch panels and computers) where a non-conducting extinguishing agent must be used. Dry chemicals, Halon and carbon dioxide are suitable. However, carbon dioxide and Halon are not recommended for use outdoors because they are readily dispersed by the wind. When you fight any electrical fire, disconnect the power source first. Foam and water conduct electricity and could cause *personal injury or could short-circuit the equipment and therefore should not* be used.

Class D

Class D fire involves combustible metals such as magnesium, zirconium and sodium. Special techniques, extinguishing agents (such as dry powder) and equipment are required. Certain types of cathodic protection systems may contain combustible metals.

CLASSES OF FIRES	TYPES OF FIRES	PICTURE SYMBOL
A	Wood, paper, cloth, trash & other ordinary materials.	
B	Gasoline, oil, paint and other flammable liquids.	
C	May be used on fires involving live electrical equipment without danger to the operator.	
D	Combustible metals and combustible metal alloys.	



FIRE / EMERGENCY EXIT

Approved Fire Exit signs displayed adjacent to the exit indicates fire exits. Fire Exit.

Route signs indicate exit routes. Access to all alarm points and extinguishers must be kept clear at all times.

ACTION ON DISCOVERING A FIRE

Staff is instructed that the person discovering a fire should activate the nearest fire alarm in order to raise the alarm. On hearing the alarm, administration staff will telephone the emergency services and request the fire brigade.

ACTION ON HEARING ON THE FIRE ALARM (EMERERGENCY PLAN)

On hearing the fire alarm (a continuous sounding bell) all staff should leave the building by the nearest practical fire exit and make their way to the fire assembly point. Personnel should not stop to collect personal belongings. Personnel should not re-enter the building until announce that it is safe to do so by responsible member of staff or the executive QHSE.

Designated staffs shall count all staffs/visitors/contractors at muster point compare with the log sheet to make sure that nobody was left in the premise. In case of missing, designated staff shall report to the fireman immediately, all staffs were not allowed to return to premise except with emergency response team.

FIRE EXTINGUISHERS

Fire extinguishers are positioned in suitable locations throughout, and are tested annually. The date of each test is recorded on the individual extinguisher. A notice stating what type of fire the extinguisher may be used on is located either on the unit. Fire extinguishers must not be used to hold doors open.

Information regarding types of Fire extinguishers and their applications is provided in this manual, posted in the notice boards and distributed to all Office Staff.

THE FIRE ALARM SYSTEM

The fire alarm system consists of a continuous sounding bell actuated by break glass alarm points throughout both levels.

The alarm maintenance company regularly tests the full system and the tests are recorded in a log of alarm tests and fire drills. A different point is tested each time. Fire drills are held at least once a quarter of year and entered into the same log as above.

FIRE PREVENTION

Prevention is the best method of avoiding a fire and its tragic consequences. We must make a conscientious effort daily to practice fire prevention. To do this, it is important to know the principal causes of fires and ways to minimize them. The major causes of fire include electrical overloads or malfunctions, mental errors, poor housekeeping, smoking, improper welding operations and poor equipment maintenance. You can eliminate most of these causes by using common sense, following proper work procedures and maintaining good housekeeping.

You should observe the following precautions at all times in order to minimize any fire hazard:

1. Know your work area. Keep it clean. Know what materials around you could ignite accidentally. Wear proper clothing and keep it clean. Handle and store flammable materials with extreme care.
2. Do not leave oily or paint-soaked rags, waste, or clothing lying around, since a fire may result from spontaneous combustion. Containers for such items will be provided. Empty these containers frequently, and dispose of the rubbish in a safe and environmentally sound manner.

3. Keep all solvents in approved, properly labeled containers. Handle and dispense gasoline, naphtha, lacquer thinner and other solvents only in listed, properly marked safety cans.
4. Do not use flammable liquids such as gasoline, naphtha and lacquer thinner for cleaning purposes.
5. Keep all containers flammable liquids tightly closed and away from stoves, furnaces or other potential ignition sources.
6. When pouring or pumping gasoline or similar flammable liquids from one container to another, maintain metallic contact between the pouring and receiving containers. This prevents static electricity from igniting the vapors.
7. Maintain good ventilation in all buildings where natural gas, gasoline or other flammable liquids are being handled.
8. Avoid using paint, insect sprays and paint removers near an open flame, because most of these are flammable. Read their labels for proper instructions special precautions.
9. Use and handle flammables with extreme caution. Transport flammables carefully, following Department of Transportation requirements and avoiding spills and drips. Follow all specified disposal procedures. Contact your Supervisor or Safety Department for specific requirements.
10. Mops, rags and other combustible materials should not be placed for drying or storing near engine exhaust or other sources of ignition.
11. Remove excessive amounts of dry grass; remove weeds from around oil and gas handling equipment.
12. Do not allow excessive volumes of flammable liquids to accumulate in the drip pans beneath piping or equipment.
13. Use soapsuds when testing for leaks on natural gas connections. Never use an open flame.
14. Always follow the proper procedures when lighting direct-fired vessels.
15. Regularly and thoroughly check equipment and machinery of mechanical sparking, heat build-up due to friction, and sparking or hot spots from electrical shorts in wiring, switching, motors etc. Clean up oil and gas leaks and report them for repair as soon as possible.
16. Hydrogen gas is generated when storage batteries are recharged. Battery rooms and battery recharging areas may contain explosive concentrations of hydrogen gas. Keep sources of ignition away.
17. Use caution when jumping car batteries, as explosions have occurred from sparks generated during the attachment or removal of jumper cables. Attach the negative cable for the dead battery last and attach it to the frame rather

than the negative post. This clip is also the first to be removed after the vehicle is started.

18. Vehicles can be an ignition source for flammable and combustible materials. Catalytic ignite oil or gasoline vapors.

19. Follow the hot work permitting procedures and hot work operational guidelines.

FIRE PROTECTION

Fire is one of the worst things that can occur. Obviously, everyone must work to prevent fires by utilizing safe work practices, including good housekeeping. All staff is to be trained on how to use available firefighting equipment and to recognize the type of fire for which each is designed. In the event of fire, employees in the immediate vicinity are expected to use that training to:

* Preserve human life,
* Protect public safety and
* Minimize property damage.

In that order, the employee is expected to turn on a fire alarm immediately and to extinguish the fire, if that is possible with available equipment that he has been trained to use.

Any employee may be assigned to specific fire duties. These duties may be assigned verbally by supervisor, may be posted, or may be contained in a site emergency plan, depending on local requirements. You are responsible for knowing what your duties are in the event of a fire.

As a final note: All fires need to be reported to your supervisor, as per local reporting procedures.

STORAGE AND HANDLING

The storage of material shall be arranged such that adequate clearance is maintained away from heating surfaces, air ducts, heaters, flue pipes, and lighting fixtures. All storage containers or areas shall prominently display signs to identify the material stored within. Storage of chemicals shall be separated from other materials is storage, from handling operations, and from incompatible materials. All individual containers shall be identified as to their contents.

POTENTIAL IGINITION SOURCES

Sources of Ignition	Causes of ignition	Preventive Measures

Electrical equipment	Electrical defects, generally due to poor maintenance, mostly in wiring, motors switches, lamps and hot elements.	Use only approves equipment. Follow National Electrical Code. Establish regular maintenance.
Friction	Hot bearings, misaligned or broken machine parts, poor adjustment.	Follow a regular schedule of inspection maintenance and lubrication.
Open flames	Cutting and welding torches, gas oil burners, misuse of gasoline torches.	Follow established welding precautions. Keep burners clean and properly adjusted. Do not use open flames near combustibles.
Smoking and matches	Dangerous near flammable liquids and in areas where combustibles are stored or used.	Smoke only in permitted areas. Make sure matches are out. Use appropriate receptacles.
Static electricity	Occurs where liquid flows from pipes.	Ground equipment. Use static eliminators. Humidify the atmosphere.

FLAMMABLE MATERIALS

Small quantities of flammable liquids shall be stored. Flammable liquids shall be stored away from sources that can produce sparks. Flammable liquids shall only be used in areas having adequate. When dangerous liquids are being handled, a warning sign will be posted near the operation, notifying other employees and giving warning that open flames are hazardous and are to be kept away.

FIRE FIGHTING AGENTS

1. Water
Good for Class A fires. Works by cooling, use pumps, stored pressure extinguishers, hose streams or buckets.

2. Compressed Inert Gas
Chain reaction. Extinguishers of this type include carbon dioxide and halon. Both are stored pressure extinguishers.

3. Dry Chemical
Good for Class B and C fires. Works by interrupting the chemical chain reaction. Extinguishers are stored pressure or cartridge operated.

4. Multipurpose dry chemical
Good for Class A, B and C fires. Works mainly by interrupting the chemical chain reaction and by smothering (coating) Class A materials.

5. Dry Powder
Special powders are used for Class D fires. Usually applied by a scoop or shovel.

Fire Extinguishers
Fire extinguishers are an important part of any fire protection program. For fire extinguishers to be successful the following conditions must be met:

1. The fire must be discovered while it is still small enough for the extinguisher to be effective.
2. The extinguisher must be easily accessible and in proper working condition.
3. The extinguisher must be the proper kind to extinguish the fire.

USE OF HAND PORTABLE FIRE EXTINGUISHERS

At Company locations, there may be several different types of fire extinguishers.
The hand portable, cartridge type, dry chemical extinguisher is the most commonly used extinguisher. If you have not been trained on the use of the

types of extinguishers found in your work area, contact your supervisor to schedule a training session.

To operate the hand portable, cartridge type, dry chemical extinguishers:

1. Take the extinguisher off the hanger and walk a safe distance upwind from the fire.
2. Remove the hose; this will break the tamper seal.
3. Firmly grip the nozzle and pressurize the extinguisher by sharply striking the puncture level. Keep clear of the extinguisher cap by leaning the extinguisher in a safe direction or by standing to one side.
4. Lift the extinguisher by the carrying handle and approach the fire with the wind at your back.
5. Squeeze the nozzle valve completely open when you are within 6 to 8feet of the fire. Do not throttle the valve. Direct the stream of dry chemical 6 inches ahead of the flame edge, using a side-to side motion.
6. Make each sweep of the stream slightly wider than the near edge of the fire. Do not raise the nozzle to chase the fireball.
7. Note that the discharge time for a 30-pound capacity extinguisher is only approximately 21 seconds. If your extinguisher begins to run out of chemical, back away from the fire.
8. Always back away from an extinguished fire. Never turn your back, because the fire could flash back.
9. After using the extinguisher, turn it upside down on its filler cap and squeeze the nozzle to release all the pressure.

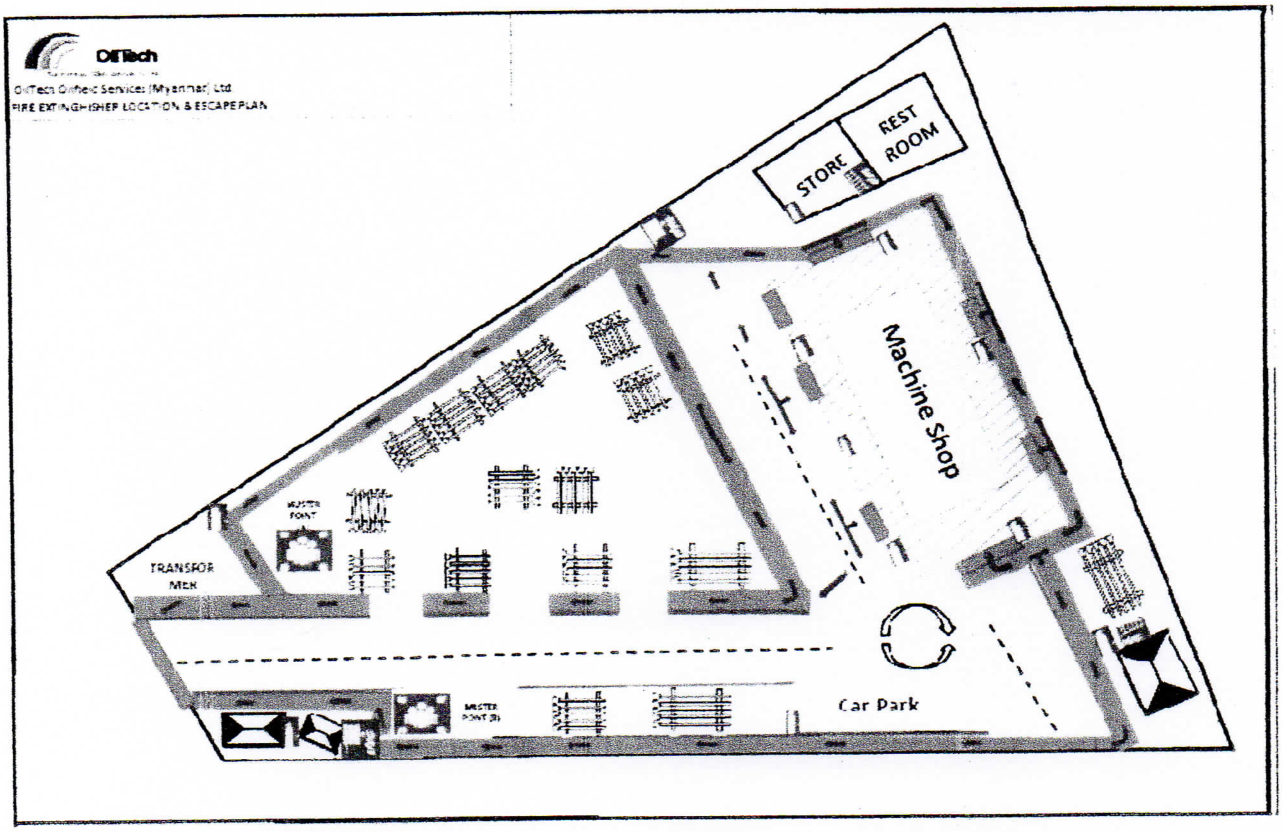
FIRE PREVENTION CHECKLIST

ELECTRICAL EQUIPMENT	
No makeshift wiring	Fuse and control boxes clean an closed
Extension cords serviceable	Circuits properly fused or otherwise protected
Motors and tools free of dirt and grease	Equipment approved for use in hazardous areas (if required)
Lights clear of combustible materials	

Safest cleaning solvents used	
FRICTION	
Machinery properly lubricated _	Machinery properly adjusted and/or aligned
SPECIAL FIRE-HAZARD MATERIALS	
Storage of special flammable isolated	Nonmetal stock free of tramp metal
WELDING AND CUTTING	
Area surveyed for fire safety	Combustible removed or covered_Permit issued
OPEN FLAMES	
Kept away from spray rooms and booths	Portable torches clear of flammable surfaces
	No gas leaks
PORTABLE HEATERS	
Set up with ample horizontal and overhead clearances	Safely mounted on noncombustible surfaces
Secured against tipping or upset	Use of steel drums prohibited
Combustibles removed or covered	Not used as rubbish burners
SMOKING AND MATCHES	
"No smoking" and "smoking" areas clearly marked	No discarded smoking materials in prohibited areas
Butt containers available and serviceable	
HOUSEKEEPING	
No accumulation of rubbish	Premises free of unnecessary combustible materials
Safe storage of flammables	No leaks or dripping of flammables and floor free of spills
Passageways clear of obstacles	Fire doors unblocked and operating freely
Automatic sprinklers unobstructed	
FIRE PROTECTION	
Proper type of fire extinguisher	Extinguishing system in working order
Fire extinguisher in proper location	Service date current
Access to fire extinguishers unobstructed	Personnel trained in use of equipment
Access to fire extinguishers clearly marked	Personnel exits unobstructed and maintained
Fire protection equipment turned on	

Noted: This checklist should be reviewed regularly and kept up-to-date.

FIRE EXTINGUSHER LOCATION & ESCAPE PLAN


OilTech
OilTech Oilfield Services (Myanmar) Ltd
FIRE EXTINGHISHER LOCATION & ESCAPE PLAN
STORE
REST ROOM
Machine Shop
TRANSFOR MER
Car Park


Fire alarm
FIRE ALARM
FIRE EXIT
FIRE
DRY SAND

Green Myanmar
Environmental Services Co., Ltd

No.115, Kanaung Min Thar Gyi Road Industrial Zone (1), Hlaing Thar Yar Industrial City, Yangon, Myanmar

Tel: 01-685572, 01-685571, 09-5081451, 09-5122448 E-mail: gmescompany@gmail.com

စာအမှတ် - 001/OT-GMES/IEE/EMP/2014

ရက်စွဲ ။ ။၂၀၁၄ခုနှစ်၊ ဇူလိုင် (၄) ရက်။

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ OilTech (Myanmar) Limited ၏ Provision of machine shop work, repair for drilling and tubular tools စီမံကိန်းအပေါ် ပတ်ဝန်းကျင်ဆိုင်ရာကနဦး လေ့လာခြင်း (Initial Environmental Examination – IEE) နှင့် ပတ်ဝန်းကျင်ဆိုင်ရာ စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan – EMP) ဆောင်ရွက်နေမှု အခြေအနေတင်ပြခြင်း။

OilTech (Myanmar) Limited ၏ မြေကွက်အမှတ် (၁၈၃)၊ မင်္ဂလာရာမင်းသားကြီးလမ်း၊ စက်မှုဇုန်(၁)၊ ဒဂုံမြို့သစ် (ဆိပ်ကမ်း) မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးတွင် အသစ်တည်ဆောက်လျက်ရှိသည့် Provision of machine shop work, repair for drilling and tubular tools စီမံကိန်းအပေါ် ပတ်ဝန်းကျင်ဆိုင်ရာ ကနဦးလေ့လာခြင်း (Initial Environmental Examination – IEE) နှင့် ပတ်ဝန်းကျင်ဆိုင်ရာ စီမံခန့်ခွဲမှုစီမံချက် (Environmental Management Plan – EMP) တို့ကို ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဥပဒေ (၂၀၁၂) အရ လည်းကောင်း၊ အတည်ပြုဆဲဖြစ်သော ပတ်ဝန်းကျင်ထိန်းသိမ်း ရေးနည်းဥပဒေများပါ အချက်အလက်များအရ လည်းကောင်း၊ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ စည်းမျဉ်း များ (၂၀၁၃) အရလည်းကောင်း၊ နိုင်ငံတကာ စံချိန်စံနှုန်းများနှင့်အညီ Green Myanmar Environmental Services Co., Ltd. မှ တာဝန်ယူ လေ့လာသုံးသပ် ပေးလျက်ရှိပါသည်။

အစီရင်ခံစာအပြည့်အစုံကို ၂၀၁၄ ခုနှစ်၊ အောက်တိုဘာလ ပထမပတ်တွင် ပေးပို့တင်ပြသွားမည် ဖြစ်ပါ ကြောင်းတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

4/7/2014

Kyaw Soe Win
Managing Director
Green Myanmar
Environmental Services Co., Ltd.

မိတ္တူကို

- ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန
  ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာန
- OilTech (Myanmar) Limited.
- ရုံးလက်ခံ

OilTech
Your Preferred Oilfield Services Partner

OilTech(Myanmar) Ltd.

Environmental Management Plan (EMP)

Environmental Management Plan (EMP)

The EMP's have been developed specifically for use at worksites in use by **OilTech (Myanmar) Ltd.** The EMP's have been produced to address potential issues based upon discussions, previous complaints and from a site visit. The EMP's are additional to and compliment the **OilTech (Myanmar) Ltd. safety management system.**

Preparation of environmental management plan is required for formulation, implementation and monitoring of environmental protection measures during and after commissioning of projects. The plans will indicate the details as to how various measures have been or are proposed to be taken including cost components as may be required. Cost of measures for environmental safeguards will be treated as an integral component of the project cost and environmental aspects will be taken into account at various stages of the projects:

- **Conceptualization:**

  Preliminary environmental assessment

- **Planning:**

  Detailed studies of environmental impacts and design of safeguards

- **Execution:**

  Implementation of environmental safety measures

- **Operation:**

  Monitoring of effectiveness of built-in safeguards

The EMP is stand on the **"Plan, Do, Check, Act"** model of continual improvement, consisting of six major elements:

1. **General Requirements** - a defined and documented scope of the EMP, which in this case will be all activities, products and services of the **OilTech (Myanmar) Ltd.**

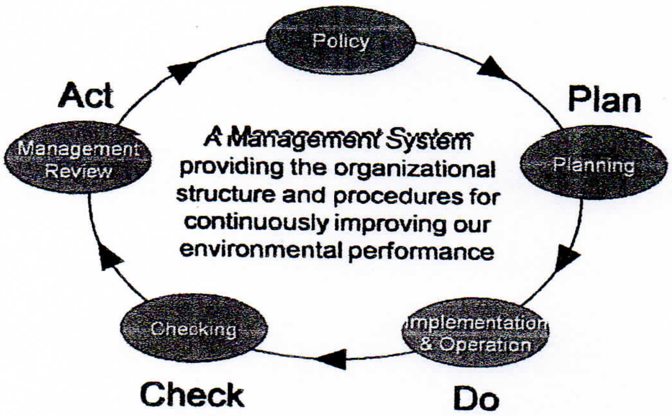
2. **Environmental Policy** - a statement by the organization of its intentions and principles in relation to overall environmental performance, providing a framework for action and for setting environmental objectives and targets.

3. **Planning** - identification of environmental aspects and legal/other requirements relating to the aspects, development of objectives, targets and programs to address significant environmental aspects;

4. **Implementation and Operation** - identification of resources, roles, responsibility and authority, recognition of training requirements, establishment of communication and documentation procedures, development of operational and emergency control programs;

5. **Checking** - monitoring and measurement of significant aspects/impacts and performance of the EMP in terms of objectives/targets, evaluation of compliance with legal/other requirements, correction and prevention of problems, control of records, internal audit to ensure conformance to and adequacy of the EMP.

6. **Management Review** - the requirement of top management to review the EMP at planned intervals, and to ensure its continuing suitability, adequacy and effectiveness.



The EMP will be necessarily based on considerations of resource conservation and pollution abatement, some of which are:

1. Liquid Effluents
2. Air Pollution
3. Solid Wastes
4. Noise and Vibration
5. Occupational Safety and Health
6. Prevention, maintenance and operation of Environment Control Systems
7. House-Keeping
8. Human Settlements
9. Transport Systems
10. Disaster Planning
11. Discharges of wastewater

1. Liquid Effluents

- Effluents from the industrial plants will be treated well to the standards as prescribed by the Central/State Water Pollution Control Boards.
- Soil permeability studies will be made prior to effluents being discharged into holding tanks or impoundments and steps taken to prevent percolation and ground water contamination.
- Effluents containing toxic compounds, oil and grease have been known to cause extensive death of migratory birds. Location of plants will be prohibited in such type of sensitive areas.
- Deep well burial of toxic effluents will not be resorted to as it can result in re-surfacing and ground water contamination. Re-surfacing has been known to cause extensive damage to crop and live stocks.
- In all cases, efforts will be made for re-use of water and its conservation.

Discharge of any wastewater other than storm water directly or indirectly to a storm drain, a creek, an underground percolation sump, or other water body is strictly prohibited. No metal working fluids are permitted to be discharged.

- Floor drains in an area where metal working fluids are changed are prohibited.

- Drip pans and adequate spill prevention and clean-up materials must be kept on-site and readily available for use.
- Change fluids in bermed or contained areas, or using drip pans. The ideal location to change fluids is over an epoxy-sealed concrete shop floor.
- Drip pans and open containers containing metal working fluids must not be left unattended unless they are covered securely and within secondary containment.
- Transfer fluids using pumps wherever possible to prevent discharges due to spills or leaks.
- Contain all fluids in secondarily contained waste drums for waste removal and treatment.
- Keep manifest records for their removal, transport, and final disposition to demonstrate that your facility is disposing of waste appropriately.
- Most metal working fluids are recyclable. Make sure your waste vendors are renewing these resources appropriately.

Pollution Prevention Tip

Do not change fluids over asphalt or blacktop because these surfaces are absorbent, meaning contaminants can get through these surfaces and into the soil and eventually in our water ways.
Consider using oil-based metal working fluids versus those that contain chlorinated compounds. Most metal working fluids that contain chlorinated compounds are hazardous. The easiest way to determine whether a metal working fluid or additive contains chlorinated compounds is to check the material safety data sheet (MSDS) for the product. Look for any chemical with the syllable "chloro-" (for example, poly***chlor***inated alkane) on the list of ingredients. If you find this, you know the product contains chlorinated compounds. Most manufacturers don't list all ingredients on the MSDS. In that case, or if you don't find chlorinated compounds on the MSDS, ask the manufacture or supplier if the product is free of chlorinated compounds.

2. Air Pollution

- The emission levels of pollutants from the different stacks will conform to the pollution control standards prescribed by Central or State Boards.
- Adequate control equipment will be installed for minimizing the emission of pollutants from the various stacks.
- In-plant control measures will be taken to contain the fugitive emissions.
- Infrastructural facilities will be provided for monitoring the stack emissions and measuring the ambient air quality including micro-meteorological data (wherever required) in the area.
- Proper stack height as prescribed by the Central/State Pollution Control Boards will be provided for better dispersion of pollutants over a wider area to minimize the effect of pollution.
- Community buildings and townships will be built up-wind of plant with one-half to one kilometer greenbelt in addition to physiographical barrier.

3. Solid Wastes

- The site for waste disposal will be checked to verify permeability so that no contaminants percolate into the ground water or river/lake.
- Waste disposal areas will be planned down-wind of villages and townships.
- Reactive materials will be disposed of by immobilizing the reactive materials with suitable additives.
- The pattern of filling disposal site will be planned to create better landscape and be approved by appropriate agency and the appropriately pretreated solid wastes will be disposed according to the approved plan.
- Intensive programs of tree plantation on disposal areas will be undertaken.

DRAIN METAL CHIPS TO RECOVER FLUID- During the work day manually shut off the chip conveyor for a period of time and allow the fluids to drain back into the machine sump. Place metal chips into a perforated container with a catch basin and reuse the collected metal working fluid. At the end of the workday let the chips drain overnight in the machine and clean machine as an opening/morning procedure. These processes also create higher quality chips for recycling.

CHIP FILTERS- Filters keep the chips and grit created in the machining process from contaminating the metalworking fluid sump. The high amount of surface area created by chips provides an excellent area for microbe growth.

4. **Noise and Vibration**
   Adequate measures will be taken for control of noise and vibrations in the industry.

5. **Occupational Safety and Health**
   Proper precautionary measures for adopting occupational safety and health standards will be taken.

6. **Prevention, maintenance and operation of Environment Control Systems**
   - Adequate safety precautions will be taken during preventive maintenance and shut down of the control systems.
   - A system of inter-locking with the production equipment will be implemented where highly toxic compounds are involved.

7. **House - Keeping**
   Proper house-keeping and cleanliness will be maintained both inside and outside of the industry.

Floor Drains and Floor Cleaning

a. Clean up spills with rags or dry absorbent.
b. Sweep the floor. Collect all metal filings, dust, and paint chips from grinding, shaving, and sanding and dispose of properly.
c. Do not wet mop the floor in machining areas until all metal particles have been removed.
d. Mop the floor using a bucket of non-corrosive cleaner and water diluted as specified on the label. If possible, only spot mop the area that requires cleaning.
e. If an oil spill can be cleaned up with three or fewer shop rags, use the shop rags to clean up the oil and launder the rags off-site.
f. If it is a larger spill, use a hydrophobic mop and designated oil mop bucket to soak up the oil and ultimately place it into the "used oil only" waste container for recycling.

8. Human Settlements

Residential colonies will be located away from the solid and liquid waste dumping areas. Meteorological and environmental conditions will be studied properly before selecting the site for residential areas in order to avoid air pollution problems. Persons, who are displaced or have lost agricultural lands as a result of locating the industries in the area, will be properly rehabilitated.

9. Transport Systems

Proper parking places will be provided for the trucks and other vehicles by the industries to avoid any congestion or blocking of roads.

Sitting of industries on the highways will be avoided as it may add to more road accidents because of substantial increase in the movements

of heavy vehicles and unauthorized shops and settlements coming up around the industrial complex.

Spillage of chemicals/substances on roads inside the plant may lead to accidents. Proper road safety signs both inside and outside the plant will be displayed for avoiding road accidents.

Recovery reuse of waste products Efforts will be made to recycle or recover the waste materials to the extent possible. The treated liquid effluents can be conveniently and safely used for irrigation of lands, plants and fields for growing non-edible crops.

10. Disaster Planning

Proper disaster planning will be done to meet any emergency situation arising due to fire, explosion, sudden leakage of gas etc. Fire fighting equipment and other safety appliances will be kept ready for use during disaster/emergency situation including natural calamities like earthquake/flood.

11. Discharges of wastewater to the sanitary sewer must meet the local discharge limits!

When spent water is no longer suitable for use, the following methods may be used to dispose of your water:

a) If only ***aluminum*** parts have been tumbled in water, this wastewater may be discharged to the sanitary sewer after the following steps:

- Allow the waste water to sit for at least 24 hours to settle out the debris.
- Scrape off any material that floats to the top of the container.
- Gently decant the liquid, keeping the sediment at the bottom.
- This decanted liquid then may be discharged to the sanitary sewer.
- Properly dispose of the sediment by recycling with the metal chips.
- Sludge scraped from the top and in the sediment may be a hazardous waste.

b) The wastewater generated from tumbling parts that contain alloys of such metals as ***chromium, copper, lead, nickel, silver*** and ***zinc*** are not acceptable for discharge to the sanitary sewer.
Dispose of this wastewater with spent coolant, or allow it to evaporate.

c) Rinse water from parts cleaning conducted after tumbling may be discharged to the sanitary sewer.

OilTech (Myanmar) EMP Check List

OilTech Oilfield Services (Myanmar) Ltd.

All items marked "NO" will require corrective action. Items marked "N/A" do not apply to this area.

Yes	No	INSPECTION ITEM	CORRECTIVE ACTIONS/COMMENTS/DATES OF COMPLETION
☐	☐	1. Are waste oil, coolants, solvents and chips being sent to a recycling vendor?	
☐	☐	2. Are employees carefully calculating chemical needs to reduce the amount of excess waste? Are expired or surplus chemicals returned to vendors?	
☐	☐	3. All waste containers are properly labeled	
☐	☐	4. Only appropriate containers are used for hazardous wastes and all containers are in good condition.	
☐	☐	5. Are employees trained in proper dilution of coolant?	
☐	☐	6. Dry clean up methods are being used in preference or always before wet clean up methods (those using water)	
☐	☐	7. Are all metal working processes done indoors?	
☐	☐	8. Are solvent sinks tanks self-contained? Are all parts allowed to drain and dry over the sinks tanks? Are sink tanks kept covered at all times?	
☐	☐	9. Spill cleanup material is available in the immediate area. Employees are trained appropriately to cleanup spills and are familiar with the Spill Response Plan.	
☐	☐	10. Are all chemical and waste containers (in storage or in use) in secondary containment?	
☐	☐	11. Metal working fluids are not being changed in the vicinity of floor drains or over asphalt	
☐	☐	12. All fluids are secondarily contained in waste drums for waste removal and treatment.	
☐	☐	13. Cleaning of machined parts is only done in self-contained areas	
☐	☐	14. If solvents are used in tumbling and deburring is the solvent disposed of as a hazardous waste?	
☐	☐	15. Are chips drained of metal working fluid effectively?	
☐	☐	16. There are no indoor floor drains and or sumps that are connected to the storm drain system.	
☐	☐	17. Only non-corrosive cleaners are being used to mop floors and they are being diluted appropriately. The mop bucket water is being poured into a drain going to the sanitary sewer. Floors are not being hosed down.	
☐	☐	18. Cleaning of waste storage areas is done using dry methods.	
☐	☐	19. All hazardous wastes are secondarily contained and are stored indoors away from floor and storm drains	
☐	☐	20. Lids, bungs, and tops are secured on containers at all times, except when adding waste to containers or dispensing product.	
☐	☐	21. Hazardous waste manifests are kept up to date and are available for review.	
☐	☐	22. Ask an employee if they know what Best Management Practices are. Can they list an example Best Management Practice? Have they been trained on BMPs in the last year?	
Pollution Prevention Measures for a Green Business (not required but recommended)			
☐	☐	23. Are non-chlorinated metal working fluids being used?	
☐	☐	24. Are chip filters used and disposed of as a hazardous waste?	

OilTech
Your Preferred Oilfield Services Partner

Corporate Social Responsibility Policy Statement

This Statement is about how OilTech (Myanmar) Limited takes account of its economic, social and environmental impact in the way it operates as a business. By demonstrating our commitment to Corporate Social Responsibility we aim to align our business values, purpose and strategy with the needs of our clients, whilst embedding such responsible and ethical principles in to everything we do.

The elements of this Statement cover our approach in dealing with our clients, suppliers and the local community principles in an effort to support reducing our energy, procurement, transport, water use and other business usage to reduce our carbon footprint and environmental impact.

Subject to the health and profitability of the company's future business in Myanmar, we plan to contribute up to 2% from OilTech (Myanmar) Limited annual net profit for the purpose and usage of corporate social responsibility.

Environment

Protection of the environment in which we live and operate is part of OilTech (Myanmar) Limited's values and principles and we consider it to be sound business practice. Care for the environment is one of our key responsibilities and an essential part of the way in which we do business.

This Statement should also be read in conjunction with our Professional Code of Conduct.

In this policy statement we commit our company to:

- Complying with all relevant environmental legislation, regulations and approved codes of practice

- Protecting the environment by determined to prevent and minimize our contribution to pollution of land, air, and water
- Seeking to keep consumption to a minimum and maximize the efficient use of materials and resources
- Managing and disposing of all waste in a responsible method
- Maintain optimum standards of safety and security in all our premises.
- Providing training for our staff so that we all work in unity with this policy statement and within an environmentally aware culture
- Frequently communicating our environmental performance to our employees and other significant stakeholders
- Developing our management processes to ensure that environmental factors are considered during planning and implementation
- Monitoring and constantly improving our environmental performance.

The Directors will make sure that the Company reduces the environmental impact on the Company by:

- Reducing all our transportation requirements wherever possible and utilizing public transport and such facilities as web-ex and conference call facilities
- By using vehicles that are regularly serviced and checked with regards to their emission levels and economically use their fuel
- Sourcing and buying locally to save fuel costs wherever possible
- Ensuring that all lights and equipment is switching off when not required
- Ensuring that water is used well
- Using scrap paper for drafts and notes
- Printing in mono and double sided wherever possible
- Recycling all waste (shredding all business documentation)
- Sourcing recycled materials wherever possible
- Working with like-minded suppliers who take steps to minimize their environmental impact.

Community

- Support and engage in activities that protect our heritage and culture.

- Support the sustainability of the local communities in which we operate and to support local social businesses that share our aims.

- Actively encourage our employees, staff and suppliers to consider the needs of others and involve themselves in public service.

- Maintain high standards of Corporate Governance and Health & Safety in everything we do.

- Supporting local schools.

- Working and supporting local and national charities.

- Encouraging volunteer work in community activities.

- Undertaking voluntary business advisory services via professional bodies.

Clients

The Directors will also ensure that we deal responsibly, honestly and fairly with clients and potential clients by:

- Ensuring that all our advertising and documentation about the business and its activities are clear, informative, legal, decent, honest and truthful
- Being open and honest about our products and services and telling customers what they want to know, including what we do to be socially responsible
- We will avoid pressure selling techniques

- Ensuring that if something goes wrong we will acknowledge the problem and deal with it.
- We will listen to our clients so that this can help us improve the products and services we offer to them
- Ensuring that we benchmark and evaluate what we do in order to constantly improve our competitive edge in the marketplace.

The Directors will also ensure that we deal responsibly, honestly and fairly with suppliers by:

- Ensuring that we use local suppliers as much as possible
- That we will endeavor to pay on time
- Not expecting any discounts to have a detrimental effect on their business

Human Resources

- Priorities of stakeholders will always be identified and recognized.
- Provision of a working environment based on equity and dignity.
- Improvise and implement systems that promote transparency and accountability.
- Formulate strategies that foster longevity through proper employee development.
- Encourage and promote team work and sharing of skills and knowledge, whilst recognizing outstanding individual contribution and rewarding our people fairly.
- Respect our staff and encourage their development and training.
- Promote and maintain equality and regard the happiness of our people, including their welfare, health, safety, empowerment and communication.

The operational and ultimate responsibility for the commitment to our corporate social responsibility principles liens with the Directors of OilTech (Myanmar) Limited. Every employee of OilTech (Myanmar) Limited is expected to give their full co-operation to the above principles in their activities at work. Consultants or visitors are also expected to apply our environmental principles.

The effectiveness of the Policy Statement will be monitored and reviewed at least annually by the Directors to ensure the Company's continuing compliance with any relevant legislation and to meet new business requirements and to identify areas in need of improvement. We will also ensure that all areas changes will be brought to the attention of employees as necessary.

OilTech (Myanmar) Limited.

Building-A, #09-02, Pearl Condo, Kabaraye Pagoda Road,
Bahan Township, Yangon 11201, Myanmar.
T : + 959 420784052
E : adrian.oiltech.mm@gmail.com
aung.thu@zillionzest.com

OilTech
Your Preferred Oilfield Services Partner

နေ့စွဲ ။ ။ ၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ ၊ (၈) ရက်။

ဝန်ခံကတိပြုခြင်း

နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရ ဆောင်ရွက်ရန် လျှောက်ထားသည့် **OilTech (Myanmar) Ltd.** ၏ ဝန်ထမ်းလစာကိစ္စနှင့် စပ်လျဉ်း၍ ကျွန်တော်များအနေနှင့် တစ်နှစ်လစာ ကျပ် ၂၀၀၀၀၀၀ (ကျပ်သိန်းနှစ်ဆယ်) ကျော်လွန်ပါက အခွန်ထမ်းဆောင်မည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုပါသည်။

ဦးဇော်မင်းနိုင်

ဒါရိုက်တာ

OilTech (Myanmar) Ltd.

212

KYAUKTADA BRANCH
KANBAWZA BANK LTD.

KANBAWZA BANK
KYAUKTADAR(IBD) BRANCH
No(33-39), Corner of Bank St & Maharbandoola St,
Kyauktada Tsp. Yangon
Ph: (01)373952-53,
Fax: 373962-63

Date : 10 July, 2014

ACCOUNT NO. : 06010906003622301 (USD)
NAME : OILTECH(MYANMAR) LIMITED
NRC : , A30281701, E2355379N, U826751, E4066395K, 12/MAYAKA(N)143284, 12/BAHANA(N)016146,
ADDRESS : BLD.A,09-02 PEARL CONDO,KABARAYE , PAGODA RD,BAHAN TSP, YANGON DIVISION

PHONE : 1401093

Statement Of Transaction For The Date Between 26/06/2014 and 09/07/2014

Date_Time	Description	Debit	Credit	Balance
26/06/2014	Opening Balance -			49,224.21
01/07/2014	By Transfer - A/C Transfer - -		180,000.00	229,224.21
.../07/2014	To Transfer - A/C Transfer - -	10.28		229,213.93
09/07/2014	Closing Balance			229,213.93
No. of Debit : 1	Debit Total	10.28		
No. of Credit : 1	Credit Total		180,000.00	

Thank You For Banking With KYAUKTADAR(IBD) BRANCH

Please report any discrepancies found on your statement immediately.
N.B – Statement will not be sent unless there is a change of transaction.

Asst: / DY Manager

Asst: Manager
Kyauktada Branch
Kanbawza Bank Limited

...r Balance Enquiry Only

SAWZA BANK LTD. KYAUKTADA BRANCH

KBZ BANK
ကမ္ဘောဇဘဏ်လီမိတက်
.... Branch

Date 28.05.2014

CREDIT ADVICE

nificiary Name	**Oiltech (Myanmar) Ltd**
count no.	**06010906003622301**

We have ***CREDITED*** *your account today with*

USD | **15,000.00** | *Transaction Date (28.05.2014)*

Fifteen Thousand Only.

As per instruction from

Zillion Zest Co.,Ltd
06010906003374701

ırs faithfully,

hı...d Signature
Asst; Manager
·yaukiada Branch
bawza Bank Limited.

KBZ BANK
ကမ္ဘောဇဘဏ်လီမိတက်
KYAUKTADA BRANCH Branch

CREDIT ADVICE

Branch : 060 Transaction Date : 2014-07-10

Customer/Beneficiary Name : OILTECH(MYANMAR) LIMITED

Customer/Beneficiary Address : BLD.A,09-02 PEARL CONDO,KABARAYE
PAGODA RD,BAHAN TSP
YANGON DIVISION

Dear Sir(s),

Our Reference : FJB1419102176714

We have credited your account as follows :

Transaction Currency : USD

Transaction Amount : 45,000.00

Transaction Account : 06010906003622301

Exchange Rate : 1.00

Deposit Slip No :

Unit Id :

CHARGE COMPONENT	CHARGE AMOUNT	CHARGE CURRENCY
CHARGE ON FCY DEPOSIT	135	USD

Yours faithfully,

Authorised Signature

KANBAWZA BANK LTD.
KYAUKTADA BRANCH
RECEIVED (4)
DATE $ 45,000
Supervisor (Cash)

215

Kanbawza Bank limited

International Banking Division

28.05.2014

We acknowledge the receipt of SWIFT charges USD-10.38(USD-Ten & Cents Thirty Eight Only)

For being REF NO: CT0005847102M001 from OIL TECH (MYANMAR) LIMITED.

Deputy Manager **Manager** **Customer's Signature**

KBZ BANK
ကမ္ဘောဇဘဏ်လီမိတက်

28.05.2014

Advice of Credit

This is to certify that we have received the capital brought in for

OIL TECH (MYANMAR) LIMITED

Currency	:	**USD**
Amount	:	**60,000.00**
(in words)	:	SIXTY THOUSAND ONLY
Sending Institution/ Country	:	**OVERSEA-CHINESE BANKING CORPORATION (SINGAPORE)**

Senior Manager
Foreign Remittance Department

The Government of the Republic of the Union of Myanmar
Ministry of National Planning and Economic Development
Directorate of Investment and Company Administration
Yangon Region (Branch Office)

Letter No : Ya Ka-8(Ka) 023/2014 (1767)
Dated : 7th , May , 2014.

To

U Zaw Min Naing
Director
OilTech (Myanmar) Ltd.
Building –A,#09-02,Pearl Condo,Kabaraye Pagoda Road,
Bahan Township,Yangon.

Subject: **Certificate of Incorporation (Temporary) and Form of Permit (Temporary) Issued.**

1. Upon the application of **OilTech (Myanmar) Co., Ltd.** in accordance with Myanmar Companies Act, Certificate of Incorporation (Temporary) and Form of Permit (Temporary) are issued on 7th, May, 2014 as Registration No. 112FC/2014-2015 and Permit No. 112FC/2014-2015 by this office as a Private Company Limited.

2. The purpose of issuance of these Certificates (Temporary) **OilTech (Myanmar) Co., Ltd.** for the use of its name in compliance with the Myanmar Companies Act and the company needs to be comply with existing Laws, Rules and Regulations in carrying out the business mentioned in its Memorandum of Association.

3. The Certificate of Incorporation (Temporary) and Form of Permit (Temporary) will be replaced with original one after the completion of registration process. However, these Certificates (Temporary) will be revoked without reimbursement of registration fees if the application is not approved by the decision of high level.

For Director General,
(Nilar Mu – Deputy Director)

Copy to

Director General
(Internal Revenue Department.)
Managing Director
(Myanma Foreign Trade Bank.)
Managing Director
(Myanma Investment and Commercial Bank.)
Assistant General Manager
(Myanma Economic Bank)
General Manager
(The Private Banks which have obtained
Authorized Dealer License)

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION
Yangon Region (Branch Office)

Letter No : Ya Ka-8(Ka) 001/2014 (1767)
Dated : 7th, May, 2014.

U Zaw Min Naing
Director
OilTech (Myanmar) Ltd.
Building –A,#09-02,Pearl Condo,Kabaraye Pagoda Road,
Bahan Township,Yangon.

Subject: **Application for Permit.**

We have received your complete application of Permit on (7-5-2014).

We have prescribed the conditions to be attached to the permit after taking into consideration the activities to be carried out by the company in the Republic of the Union of Myanmar and the facts mentioned in the documents submitted by the company.

Before issuing the Permit (Original) we would like to seek your agreement with regard to the conditions to be attached to the permit. These conditions are listed in the Annexure.

The company is therefore kindly requested to study these conditions and send back the Annexure duly signed by the responsible official on behalf of company on before (7-6-2014).

If the conditions are acceptable, the company is requested to remit 50% of the prescribed amount US$ 150,000 in Foreign Currency acceptable to the Myanma Foreign Trade Bank /the Myanma Investment & Commercial Bank, the Private Banks which have obtained Authorized Dealer License, Yangon before (7-7-2014).

Unless the duly signed Annexure is received by that date it will be considered that the company is not taking interest to accept these conditions and subsequently your application for permit shall be cancelled.

Yours sincerely,

For Director General,
(Nilar Mu - Deputy Director)

c.c to

1. Director General
   Internal Revenue Department.
2. Assistant General Manager
   Myanma Economic Bank.
3. The Private Banks which have obtained Authorized Dealer License.

ZMW

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT · COMPANIES REGISTRATION OFFICE

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ ရန်ကုန်တိုင်းဒေသကြီးရုံးခွဲ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၁၁၂ အက်ဖ်စီ / ၂၀၁၄–၂၀၁၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ အွိုင်း(လ်)တက်(ခ်)(မြန်မာ) လီမိတက် .... အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၄ နှစ်၊ မေ လ၊ ၇ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နီလာမူ၊ ဒုတိယညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. 112 FC of 2014-2015

I hereby certify that OILTECH (MYANMAR) LIMITED is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Nay Pyi Taw this SEVENTH day of MAY, TWO THOUSAND AND FOURTEEN.

For Director General

(Nilar Mu - Deputy Director)

Directorate of Investment and Company Administration

ZNW

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT · COMPANIES REGISTRATION OFFICE

FORM 1
FORM OF PERMIT (TEMPORARY)
(See section 27 A)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

Permit No. 112 FC/2014-2015

Date 7th May, 2014

The Ministry of National Planning and Economic Development of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the OILTECH (MYANMAR) LIMITED. in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	OilTech (Myanmar) Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	Building-A,#09-02,Pearl Condo,Kabaraye Pagoda Road,Bahan Township; Yangon.
(4)	The object for which the company is formed (field of business).	Oil Country Tubular Goods Production & Services.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 5,000,000,000 divided into 5,000,000,000 shares of USD 1 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	May 7, 2014 to November 6, 2014. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General
(Nilar Mu - Deputy Director)
Directorate of Investment and Company Administration

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသား စီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှု ဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန
ရန်ကုန်တိုင်းဒေသကြီး(ရုံးခွဲ)

စာအမှတ်၊ ရက - ၈(က) ၀၁၁ / ၂၀၁၄ (၁၇၆၇)
ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ မေလ၊ (၇) ရက်

သို့

U Zaw Min Naing
Director
OilTech (Myanmar) Ltd.
Building –A,#09-02,Pearl Condo,Kabaraye Pagoda Road,
Bahan Township,Yangon.

အကြောင်းအရာ ။ **နိုင်ငံခြား ကုမ္ပဏီ ဖွဲ့စည်း မှတ်ပုံတင်ကြေး ပေးသွင်းရန် ကိစ္စ**

အထက်အကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ **OilTech (Myanmar) Ltd.** အား ဖွဲ့စည်း မှတ်ပုံတင်ခွင့် (ယာယီ) အတွက် ဖွဲ့စည်း မှတ်ပုံတင်ကြေးကျပ် ၁,၀၀၀,၀၀၀/- (ကျပ်တစ်ဆယ်သိန်းတိတိ) အားရန်ကုန်တိုင်း ဒေသကြီး (ရုံးခွဲ) တွင် လာရောက် ပေးသွင်းပါရန် အကြောင်းကြားအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ဒုတိယညွှန်ကြားရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ
မျှောစာတွဲ

Reg And Fee

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာန
ရုံးအမှတ် (၃၂)၊ နေပြည်တော် ။

ရက်စွဲ၊ ၂၀၁ ခုနှစ်၊ လ ( ) ရက်

အကြောင်းအရာ။ ကုမ္ပဏီ အမည် စစ်ဆေးခွင့်နှင့် ကုမ္ပဏီ ဆိုင်ရာ အချက်အလက်များ တင်ပြခြင်း (မြန်မာ/အင်္ဂလိပ် နှစ်မျိုး ဖြင့် ဖော်ပြပေးပါရန်)

၁။ ကျွန်တော်/ကျွန်မတို့သည် အောက်ပါအမည်ဖြင့် ကုမ္ပဏီဖွဲ့စည်း မှတ်ပုံတင်လိုပါ သဖြင့် ကုမ္ပဏီအမည်အား စစ်ဆေးပေးနိုင်ပါရန် ကုမ္ပဏီဆိုင်ရာ အချက်အလက်များ နှင့်အတူ ပူးတွဲ တင်ပြ လျှောက်ထား အပ်ပါသည်။ (အမည်တူ / လုပ်ငန်းကွဲ ကုမ္ပဏီ ဖြစ်ပါကဖော်ပြရန်)

(မြန်မာ) ------------------------------

(အင်္ဂလိပ်) Oiltech (Myanmar) Ltd

(လုပ်ငန်း) Manufacturing and Services

၂။ သတ်မှတ်မတည်ငွေရင်း - USD Five Thousand Million (USD 5,000,000,000)
ရှယ်ယာတစ်စုတန်ဖိုး - USD 1 per Share
အစုရှယ်ယာပေါင်း - Five Thousand Million Shares (5,000,000,000 Shares)
ကနဦးထည့်ဝင်မည့်မတည်ငွေရင်း - USD Twenty - Five Thousand (USD 25,000)

၃။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာ များ၏ အရေအတွက် သည် (၂) ထက်မနည်း ၊ (၄၀) ဦးထက်မများစေရ ။

၄။ ဒါရိုက်တာ တစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (၈၀%) ကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည် ။

၅။ ကုမ္ပဏီရုံးခန်းလိပ်စာနှင့် ဆက်သွယ်ရန် ဖုန်းနံပါတ်

(ရုံးခန်းလိပ်စာ) Building - A, 09-02, Pearl Condo, Kabaraye Pagoda Road, Bahan Township, Yangon Division

(ဖုန်းနံပါတ်) 09 - 402611136

Oiltech (Myanmar) Ltd.

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

အွိုင်း(လ်)တက်(ခ်)(မြန်မာ)လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

OILTECH (MYANMAR) LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အွိုင်း(လ်)တက်(ခ်)(မြန်မာ)လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

၁။ **ကုမ္ပဏီ၏အမည်သည်** အွိုင်း(လ်)တက်(ခ်)(မြန်မာ)လီမိတက် **လီမိတက် ဖြစ်ပါသည်။**

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၅,၀၀၀,၀၀၀,၀၀၀ /-(အမေရိကန်ဒေါ်လာသန်းငါးထောင် တိတိ) ဖြစ်၍ အမေရိကန် ၁ ဒေါ်လာ/-(အမေရိကန်ဒေါ်လာ ၁ ဒေါ်လာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၅,၀၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

အောက်ပါလုပ်ငန်းများကိုမိမိတစ်ဦးတည်းဖြစ်စေ၊ အခြား မည်သည့်နိုင်ငံခြား သို့မဟုတ် ပြည်တွင်းလုပ်ငန်း များနှင့်ဖြစ်စေ ဖက်စပ်လုပ်ငန်း၊ ပူးပေါင်းဆောင်ရွက်ခြင်းလုပ်ငန်း သို့မဟုတ် အစုစပ်လုပ်ငန်းအဖြစ်ဖြင့် လုပ်ကိုင်ရန်။

(၁) စက်မှုအလုပ်ရုံ တည်ဆောက်လည်ပတ်ခြင်းဖြင့် ရေနံတွင်းတူးလုပ်ငန်းများ၊ ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်သော ရေနံတွင်းတူးပစ္စည်းများအားပြုပြင်ခြင်း၊ စစ်ဆေးခြင်းနှင့် စံနှုန်းသတ်မှတ်ခြင်းများ အား နိုင်ငံတကာအဆင့်မှီစွာ ဆောင်ရွက်ရန်။

(၂) ရေနံတွင်းတူးလုပ်ငန်းဆောင်ရွက်သော နိုင်ငံတကာကုမ္ပဏီများမှ လိုအပ်သော တွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများအား လိုအပ်ချက်နှင့်အညီ ထုတ်လုပ်တပ်ဆင်ပေးခြင်းများ ဆောင်ရွက်ရန်။

(၃) ရေနံတွင်းတူးပိုက်နှင့် ဆက်စပ်ပစ္စည်းများအား မြန်မာနိုင်ငံတော်အတွင်း ရေနံတွင်းတူးလုပ်ငန်း ဆောင်ရွက်သောကုမ္ပဏီများအား လိုအပ်သော စံချိန်စံညွှန်းပြည့်မှီစွာ ဥပဒေနှင့်အညီ တင်သွင်း ရောင်းချရန်။

(၄) ရေနံတွင်းတူးလုပ်ငန်းနှင့်ပတ်သက်၍ (ကုန်းတွင်း/ကမ်းလွန်) နိုင်ငံတကာအဆင့်မှီ သံမဏိစက်ရုံများ နှင့် သံမဏိပစ္စည်းထုတ်လုပ်သောသူများထံမှ တရားဝင်ကိုယ်စားလှယ်ရရှိ၍ နိုင်ငံအတွက် အကျိုးရှိမည့် ထိုလုပ်ငန်းများအား ပံ့ပိုးပေးနိုင်ရန်။

(၅) အကြံပေးနှင့် အတိုင်ပင်ခံလုပ်ငန်းများ ဆောင်ရွက်ရန်။

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေး အဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	**OILTECH HOLDINGS (2014) PTE LTD.** (Incoporated in Singapore) **Represented by:**	201404864Z	**80%**	
	(1) MR.KOH AH LEH APT BLK 291A COMPASSVALE STREET # 13-290 SINGAPORE 541291 (Business man)	CHINESE ID No. S0324970J		
	(2) MS.CHUNG NGEN THAI 19 MEYAPPA CHETTIAR ROAD #04-01 SINGAPORE 356459 (Business man)	CHINESE ID No. TK 6775764		
2	**ZILLION ZEST CO., LTD** (Incoporated in Union of Republic of Myanmar) **Represented by:**	4692/2012-2013 (4.2.2013)	**20%**	
	(1) U ZAW MIN NAING NO.40, 5TH FLOOR, (109) STREET, MINGALAR TAUNG NYUNT WARD, MINGALAR TAUNG NYUNT TSP, YANGON DIVISION. (Business man)	MYANMAR 12/MA YA KA (NAING)143284		

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဧပြီ လ၊ ၂၄ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

Daw Cho Cho Toe (B.Com., C.P.A)
Certified Public Accountant

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အွိုင်း(လ်)တက်(ခ်)(မြန်မာ)လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် အမေရိကန်ဒေါ်လာ ၅,၀၀၀,၀၀၀,၀၀၀ /-(အမေရိကန်ဒေါ်လာသန်းငါးထောင် တိတိ)ဖြစ်၍ အမေရိကန် ၁ ဒေါ်လာ/-(အမေရိကန်ဒေါ်လာ ၁ ဒေါ်လာ တိတိ)တန် အစုရှယ်ယာပေါင်း (၅,၀၀၀,၀၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် –

(၁) MR.KOH AH LEH

(၂) MS.CHUNG NGEN THAI

(၃) U ZAW MIN NAING

(၄)

(၅)

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညွှန်ကြားချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး(၂၀%)ကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ –

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၄င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၄င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၄င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၄င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	**OILTECH HOLDINGS (2014) PTE LTD.** (Incoporated in Singapore) **Represented by:**	201404864Z	**80%**	
	(1) MR.KOH AH LEH APT BLK 291A COMPASSVALE STREET # 13-290 SINGAPORE 541291 (Business man)	CHINESE ID No. S0324970J		
	(2) MS.CHUNG NGEN THAI 19 MEYAPPA CHETTIAR ROAD #04-01 SINGAPORE 356459 (Business man)	CHINESE ID No. TK 6775764		
2	**ZILLION ZEST CO., LTD** (Incoporated in Union of Republic of Myanmar) **Represented by:**	4692/2012-2013 (4.2.2013)	**20%**	
	(1) U ZAW MIN NAING NO.40, 5TH FLOOR, (109) STREET, MINGALAR TAUNG NYUNT WARD, MINGALAR TAUNG NYUNT TSP, YANGON DIVISION. (Business man)	MYANMAR 12/MA YA KA (NAING)143284		

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဧပြီ လ၊ ၂၄ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

OILTECH (MYANMAR) LTD

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is OILTECH (MYANMAR) LTD. LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is USD 5,000,000,000 /- (United State Dollars Five thousand million Only) divided into (5,000,000,000) shares of USD 1 /- (United State Dollar one dollar Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

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6. The Objective For Which The company is established are

To carry on the following business either solely on its own or in joint-venture, co-operation or co-partnership with any foreign or local enterprises.

(1) Provision of machine shop works, repairs for drilling and tubular tools, drilling equipment and inspection.

(2) Custom design and fabrication of tubular accessories.

(3) Supply and trade of OCTG, line pipes and all related materials in the oil and gas industry.

(4) Authorised representation of steel mills and associated manufacturers.

(5) To carry on Business Advisory and Consultancy services.

7. To borrow money for the benefit of the Company's business from any person, firm,company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	**OILTECH HOLDINGS (2014) PTE LTD.** (Incoporated in Singapore)	201404864Z	**80%**	
	Represented by: (1) MR.KOH AH LEH APT BLK 291A COMPASSVALE STREET # 13-290 SINGAPORE 541291 (Business man)	CHINESE ID No. S0324970J		
	(2) MS.CHUNG NGEN THAI 19 MEYAPPA CHETTIAR ROAD #04-01 SINGAPORE 356459 (Business man)	CHINESE ID No. TK 6775764		
2	**ZILLION ZEST CO., LTD** (Incoporated in Union of Republic of Myanmar)	4692/2012-2013 (4.2.2013)	**20%**	
	Represented by: (1) U ZAW MIN NAING NO.40, 5TH FLOOR, (109) STREET, MINGALAR TAUNG NYUNT WARD, MINGALAR TAUNG NYUNT TSP, YANGON DIVISION. (Business man)	MYANMAR 12/MA YA KA (NAING)143284		

Yangon Dated the 24th day of April , 2014.

It is hereby certified that the persons mentioned above put their signatures in my presence.

Daw Cho Cho Toe (B.Com., C.P.A)
Certified Public Accountant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

OilTech (Myanmar) Ltd

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

(a) The mumber of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is **USD 5,000,000,000/-** (**United State Dollars Five thousand million** Only) divided into (**5,000,000,000**) shares of **USD 1** /- (**United State Dollar one dollar** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be: -

(1) **MR.KOH AH LEH**
(2) **MS.CHUNG NGEN THAI**
(3) **U ZAW MIN NAING**
(4)
(5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least(20%) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

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3. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

4. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	**OILTECH HOLDINGS (2014) PTE LTD.** (Incoporated in Singapore) **Represented by:** (1) MR.KOH AH LEH APT BLK 291A COMPASSVALE STREET # 13-290 SINGAPORE 541291 (Business man) (2) MS.CHUNG NGEN THAI 19 MEYAPPA CHETTIAR ROAD #04-01 SINGAPORE 356459 (Business man)	201404864Z CHINESE ID No. S0324970J CHINESE ID No. TK 6775764	**80%**	
2	**ZILLION ZEST CO., LTD** (Incoporated in Union of Republic of Myanmar) **Represented by:** (1) U ZAW MIN NAING NO.40, 5TH FLOOR, (109) STREET, MINGALAR TAUNG NYUNT WARD, MINGALAR TAUNG NYUNT TSP, YANGON DIVISION. (Business man)	4692/2012-2013 (4.2.2013) MYANMAR 12/MA YA KA (NAING)143284	**20%**	

Yangon Dated the 24th day of April, 2014.

It is hereby certified that the persons mentioned above put their signatures in my presence.

Daw Cho Cho Toe (B.Com., C.P.A)
Certified Public Accountant

To

Director General
Directorate of Investment and Company Administration Department
Ministry of National Planning and Economic Development
Office (32),Nay Pyi Taw.

Dated 24.4.2014

Sir

I hereby submit the following documents for Registration which are required under the Myanmar Companies Act.

Should you need further information regarding documents, I am pleased to furnish them wihthout any hesitation.

1. Memorandum of Association.
2. Articles of Association.
3. Declaration of registration.
4. Declaration of registered office.
5. Declaration of legal version.
6. Certificate of Translation.
7. Company's main objects.
8. List of directors.
9. Undertaking.

Yours sincerely,

(Director)

U Zaw Min Naing
Proposed Director
for and on behalf of
OILTECH (MYANMAR) LTD.

FORM 1

DECLARATION OF REGISTRATION OF COMPANY

MYANMAR COMPANY ACT

(See Section 24)

Declaration in compliance with the requirements of the Myanmar Companies Act, 1913 made pursuant to Section 24(2) on behalf of a Company proposed to be registered as;

OILTECH (MYANMAR) LTD.

Presented for filing by ; U Zaw Min Naing , Proposed Director

I, U Zaw Min Naing , Proposed Director

do solemnly and sincerely declare that all the requirements of the Myanmar Companies Act, 1913 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with save only the payment of fees and sums payable on registration and I make this solemn declaration conscientiously believing the same to be true.

SIGNATURE ....

(DIRECTOR)

U Zaw Min Naing
for and on behalf of
the Board of Directors
OILTECH (MYANMAR) LTD.

WITNESS

Nay Pyi Taw

the 24th day of April , 2014.

NOTICE OF THE SITUATION OF THE REGISTERED OFFICE
OF THE

OILTECH (MYANMAR) LTD.

To

Director General
Directorate of Investment and Company Administration Department
Ministry of National Planning and Economic Development
Office (32),Nay Pyi Taw.

The abovenamed Company hereby give you notice, in accordance with the provisions of the Myanmar Companies Act that the Registerd Office of the Company is situated ad No.

Building-A, #09-02, Pearl Condo,
Kabaraye Pagoda Road, Bahan Township,
Yangon Division.

SIGNATURE ....
(DIRECTOR)

Dated, the 24th day of April , 2014.

U Zaw Min Naing
Proposed Director
for and on behalf of
OILTECH (MYANMAR) LTD.

DECLARATION OF OFFICIAL AND LEGAL VERSION

THE MYANMAR COMPANIES ACT 1913

AND

THE MYANMAR COMPANIES REGULATION N0-6

Name of the Company OILTECH (MYANMAR) LTD.

Presented for filing by U Zaw Min Naing , Proposed Director

To

Director General
Directorate of Investment and Company Administration Department
Ministry of National Planning and Economic Development
Office (32),Nay Pyi Taw.

I, U Zaw Min Naing , Proposed Director

do hereby give you notice in accordance with Regulation No.6 of the Myanmar Companies Regulation 1957, that the official and legal version of the Company's Memorandum and Articles of Association and other documents shall be in English.

SIGNATURE ....
(DIRECTOR)
U Zaw Min Naing
for and on behalf of
the Board of Directors
OILTECH (MYANMAR) LTD.

Nay Pyi Taw

the 11th **day of** April , 2014.

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CERTIFICATE OF TRANSLATION

I, the undersigned, do hereby certify that the work of translation from the original Memorandum & Articles of Association in English of " OILTECH (MYANMAR) LTD. into Myanmar was done by me , and the translation is correct to the best of my knowledge.

Daw Cho Cho Toe (B.Com., C.P.A)
Certified Public Accountant

Nay Pyi Taw

Dated, the 14th day of April , 2014.

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : OILTECH (MYANMAR) LTD. Presented by : U Zaw Min Naing

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
MR. KOH AH LEH	CHINESE PP No. E2190977E IDC No. S0324970J	APT BLK 291A COMPASSVALE STREET # 13-290 SINGAPORE 541291	DIRECTOR	
MS. CHUNG NGEN THAI	CHINESE PP No. E3560881F IDC No. S2622276A	19 MEYAPPA CHETTIAR ROAD #04-01 SINGAPORE 356459	DIRECTOR	
U ZAW MIN NAING	MYANMAR 12/Ma Ya Ka (Naing) 143284	NO.40, 5TH FLOOR, (109) STREET, MINGALAR TAUNG NYUNT WARD, MINGALAR TAUNG NYUNT TOWNSHIP, YANGON DIVISION.	DIRECTOR	

NOTE : (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of ...." and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry

Dated this 24.4.2014

Signature .... U Zaw Min Naing

Designation ....

သို့

ညွှန်ကြားရေးမှူးချုပ်
ကုမ္ပဏီများမှတ်ပုံတင်ရုံး
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာန၊
နေပြည်တော်။

ရက်စွဲ၊ 11.4.2014

အကြောင်းအရာ၊ ။<u>ဝန်ခံချက်တင်ပြခြင်း။</u>

အောက်ပါဝန်ခံချက်ကို OILTECH (MYANMAR) LTD.
ကုမ္ပဏီလီမိတက်၏ ပထမဒါရိုက်တာအားလုံးမှ လက်မှတ်ရေးထိုး၍ ဝန်ခံပါကြောင်း တင်ပြအပ်ပါသည်။

ဝန်ခံချက်

ကုမ္ပဏီသည် ၁၉၉၀ ပြည့်နှစ် နိုဝင်ဘာလ (၂၆)ရက် နေ့စွဲဖြင့် ထုတ်ပြန်သော ပုဂ္ဂလိက စက်မှုလုပ်ငန်း ဥပဒေ (နိုင်ငံတော် ငြိမ်ဝပ်ပိပြားမှု တည်ဆောက်ရေးအဖွဲ့ ဥပဒေအမှတ် (၂၂/၉၀) ပုဒ်မ-၄၊ ပုဒ်မ-၅၊ ပုဒ်မ-၆၊ ပုဒ်မ-၈၊ ပြဋ္ဌာန်းချက်များ နှင့်အညီ မှတ်ပုံတင်ခွင့်ရရှိပြီးမှသာလျှင်ယင်းဥပဒေသတ်မှတ်ချက်များနှင့်အညီ စက်မှုလက်မှု လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ဝန်ခံကတိ ပြုပါသည်။

Undertaking

The company hereby undertakes to carry on industrial activities only after obtaining permission in accordance with the requirements of the provisions of Section 4, Section 5, Section 6 and Section 8 of " The Private Industrial Enterprise Law" (The State Law and Order Restoration Council Law No. 22/90) of 26th November 1990.

( )	( )	( )
ဒါရိုက်တာ	ဒါရိုက်တာ	ဒါရိုက်တာ
Mr. Koh Ah Leh	**Ms.Chung Ngen Thai**	**U Zaw Min Naing**
( )	( )	( )
ဒါရိုက်တာ	ဒါရိုက်တာ	ဒါရိုက်တာ

Employee Benefits

- OilTech (Myanmar) Ltd. complies with all mandatory provisions of Myanmar labor standard laws.
- In addition, OilTech (Myanmar) Ltd. implements benefit programs intended to continually aid in the improvement of the welfare of all personnel, to motivate them to work efficiently and boost their morale.
- The basic compensation received by an employee to his tenure in the service of OilTech (Myanmar) Ltd. Per diems, bonuses, overtime pay, honoraria, allowances and other emoluments which are not integrated into the basic pay shall not be considered as salary.
- Leaves are paid or unpaid permitted absence from work for family emergency, sickness, personal time or other reasons as outlined by company policy.
- All regular employees are eligible for vacation days with pay.
- Medical Leave – Workers who have completed at least (6) Months of service are entitled to enjoy medical leave of not more than (30) days with full pay in a submitting medical certificate,(It shall lapse, if it is not enjoyed within a year.). Sick days are provided for illness of the employee.
- Casual Leave - For emergency personal matters, workers are allowed to enjoy a total of casual leave for (6) days with full pay/wage in a year, but not more than (3) consecutive days a time.(it shall lapse, if it is not enjoyed within a year.)
- Earned Leave - workers who have worked continuously for (12) months are entitled to enjoy (10) consecutive days of earned leave with average pay/wage in a year.
- When death occurs in their immediate family, all employees are granted fourteen (14) bereavement/compassionate leave credits with no deduction in their respective salary.
- All registered married female employees, shall be entitled to maternity leave benefit with pay of sixty (60) days from the birth of the child.

- Paternity leave is granted to every married male employee of OilTech (Myanmar) Ltd. The employee is given seven (7) working days of leave after his legitimate wife's childbirth.
- All employees are entitled to overtime pay if they have worked for more than eight (8) hours a day.
  Working overtime is permissible not more than 16-hours in a week or 12 hrs a week for continuous process in factories.
  Prior sanction from Management is required.
  Factories or Industrial Undertakings
  Working Hours : 8 hours per day, 44 hours per week (maximum 48 hours for continuous process)
  Rest Period : Min 30 minutes at a time after working continuously for 5 hours
  Spread over : Shall not be more than 10-hours.
  Working Days : 6 days per week
  Weekend : Sunday

- For an employee of OilTech (Myanmar) Ltd. to receive the whole one month salary equivalent for bonus, he/she should have served the company for one year. If an employee has served for less than one year, the benefit should be pro-rated to the number of months or days in a year of service.
- At OilTech (Myanmar) Ltd., we believe in the importance of socializing outside the office. Put simply, we believe that it leads to greater company unity and ease of communication between departments. Our company will plan for suitable and appropriate employee activities in due course.
- All regular employees under the managerial position may request from OilTech (Myanmar) Ltd. allowances or funding to participate in professional development courses that are applicable and relevant to the job scope. All requests shall be submitted to and approved by the Human Resource Department

- OilTech(Myanmar) Ltd. provides eligible employees with comprehensive insurance coverage for protection from loss of income and burdensome expenses resulting from death, hospitalization and other causes.

1. Workmen Compensation
   OilTech (Myanmar) Ltd will provide coverage for Workmen Compensation policy as adequately to protect the employees from lose of income in the event of injury or death resulting from works accident.
2. Medical Insurance

   Hospitalization and Surgical protection

- OilTech (Myanmar) Ltd. will insure all employees for Hospitalization and Surgical coverage and the compensation levels will adapt to the job grades.
- OilTech (Myanmar) Ltd. will reimburse the cost of out patient medical costs upon presentation of the Official Receipt..
- An employee who has rendered a minimum of two (2) years shall be entitled to separation/retirement benefit upon resignation or separation from the company. However, such compensation is not eligible for employees who have been dismissed and separated for a valid course by violating the company's policy or committing a crime under the law.
- OilTech (Myanmar) Ltd. had come up with a retirement scheme that is fair to all employees and who have rendered a minimum of two (2) years of service upon separation. An employee shall be paid his separation / retirement pay within fifteen (15) days after filing of his claim.

The computation of the separation/retirement benefits are as follows:

Computation of Separation / Retirement Benefits Years of service multiplied by the latest highest monthly salary		
1st 5 years	x	0.50 monthly salary
6 to 10 years	x	0.75 monthly salary
11 to 15 years	x	1.0 monthly salary
16 to 20 years	x	1.5 monthly salary
21 years and above	x	2.0 months salary

ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA) bizFILE

Company No: 201404864Z

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that OILTECH HOLDINGS (2014) PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 20/02/2014 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 18/03/2014.

ER SIEW LENG
ASST REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

REGISTRAR OF COMPANIES & BUSINESSES
ACRA
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY
SINGAPORE

Company No: 201404864Z

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GIVEN UNDER MY HAND AND SEAL ON 18/03/2014.

ER SIEW LENG
ASST REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

REGISTRAR OF COMPANIES & BUSINESSES
ACRA
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY
SINGAPORE

Company Name: **OILTECH HOLDINGS (2014) PTE. LTD.**
UEN: **201404864**
Document Type: **RESOLUTIONS OF THE DIRECTORS OF THE COMPANY PURSUANT TO THE COMPANY'S ARTICLES OF ASSOCIATION**

INVESTMENT IN OILTECH OILFIELD SERVICES (MYANMAR) LTD:

RESOLVED –

THAT the Company hereby invests US$800,000.00 in the capital of OilTech Oilfield Services (Myanmar) Ltd. Whereby 30% of the investment in OilTech Oilfield Services (Myanmar) Ltd were registered in the name of the Company as a paid-up capital and the remaining 70% of the investment as a contribution of shareholders loan and capital equipment into OilTech Oilfield Services (Myanmar) Ltd.

THAT Mr Koh Ah Leh and Ms Chung Ngen Thai be and are hereby authorized to execute all documents for and on behalf of the Company in relation to the aforesaid investment.

THAT the Common Seal of the Company be and is hereby affixed in accordance with the Company's Articles of Association onto all legal documents relating thereto, if necessary.

DATED:

Signed by all the directors of the company:

....
CHUNG NGEN THAI

....
KOH AH LEH

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Company No.: **201404864Z**

THE COMPANIES ACT, (CAP. 50)

PRIVATE COMPANY LIMITED BY SHARES

Memorandum

And

Articles of Association

Of

OILTECH HOLDINGS (2014) PTE. LTD.

INCORPORATED ON THE 20TH DAY OF FEBRUARY 2014

Lodged in the Office of the Accounting and Corporate
Regulatory Authority (ACRA), Singapore

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Jeannie

From: ACRA Auto Mail <ACRA_BIZFILE@acra.gov.sg>
Sent: Thursday, 20 February, 2014 7:08 PM
To: JEANNIE@ECOVIS-BIZCORP.COM
Subject: Email Notification

This is a system-generated email. Please do not reply to this email.
If you have any enquiry, please visit our interactive web service at www.acra.gov.sg/askacra for more information.

Dear Sir/Madam,

Company No. :201404864Z

NOTICE OF INCORPORATION

This is to confirm that OILTECH HOLDINGS (2014) PTE. LTD. is incorporated under the Companies Act(Cap.50), on and from 20/02/2014 and that the Company is a PRIVATE COMPANY LIMITED BY SHARES.

Thank You

Accounting and Corporate Regulatory Authority (ACRA)
10 Anson Road
#05-01/15 International Plaza
Singapore 079903

****

THE COMPANIES ACT, (CAP.50)

Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

OILTECH HOLDINGS (2014) PTE. LTD.

1. The name of the company is **OILTECH HOLDINGS (2014) PTE. LTD.**

2. The registered Office of the company will be situated in the republic of Singapore **100 TRAS STREET #16-01 100 AM SINGAPORE 079027**

3. The liability of the members is limited.

4. The share capital of the company is **US DOLLAR 1**.

5. We, the person whose name and address are hereunto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our name.

Name of Members and Address	Shares Allotted
INTERNATIONAL ACE LIMITED Registration No. 1801032 3rd Floor, J & C Building, P.O. Box 933, Road Town, Tortola British Virgin Islands	**1**

Mr Joseph Ooi Yew Chin, [NRIC No. S1542365Z] acting for and on behalf of International Ace Limited.

....
JOSEPH OOI YEW CHIN

Dated: 20 FEB 2014

THE COMPANIES ACT, (CAP. 50)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

OILTECH HOLDINGS (2014) PTE. LTD.
(Incorporated in the Republic of Singapore)

Preliminary

1. The regulations in Table A in the Fourth Schedule to the Act shall not apply to the company except so far as the same are repeated or contained in these Articles.

Interpretation

2. In these Articles —

"Act"	means the Companies Act (Cap. 50) and any statutory modification or re-enactment thereof for the time being in force;
"seal"	means the common seal of the company;
"secretary"	means any person appointed to perform the duties of a secretary of the company;

expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form;

words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation Act, and of the Act as in force at the date at which these Articles become binding on the company.

Share capital and variation of rights

3. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, shares in the company may be issued by the directors and any such shares may be issued with such preferred, deferred, or other special

rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, as the directors, subject to any ordinary resolution of the company, determine.

4. Subject to the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the company are liable, to be redeemed.

5. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the company is being wound up, be varied with the consent in writing of the holders of 75% of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll, except that where there is only one holder of the shares of the class, that sole holder shall constitute the quorum for the meeting of the holders of that class of shares. To every such special resolution section 184 shall with such adaptations as are necessary apply.

6. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally therewith.

7. The company may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of 10% of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10% of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The company may also on any issue of shares pay such brokerage as may be lawful.

8. Subject to and in accordance with the provisions of the Act, the company may purchase or otherwise acquire shares issued by it on such terms as the company may think fit and in the manner prescribed by the Act. All shares purchased by the company shall be cancelled.

9. Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or unit of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

10. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive a certificate under the seal of the company in accordance with the Act but in respect of a share or shares held jointly by several persons the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

Lien

11. The company shall have a first and paramount lien on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of a single person for all money presently payable by him or his estate to the company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien, if any, on a share shall extend to all dividends payable thereon.

12. The company may sell, in such manner as the directors think fit, any shares on which the company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

13. To give effect to any such sale the directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

14. The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

Calls on shares

15. The directors may from time to time make calls upon the members in respect of any money unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed 25% of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the directors may determine.

16. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed and may be required to be paid by instalments.

17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

18. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 8% per annum as the directors may determine, but the directors shall be at liberty to waive payment of that interest wholly or in part.

19. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture, or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.

20. The directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

21. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) 8% per annum as may be agreed upon between the directors and the member paying the sum in advance.

Transfer of shares

22. Subject to these Articles, any member may transfer all or any of his shares by instrument in writing in any usual or common form or in any other form which the directors may approve. The instrument shall be executed by or on behalf of the transferor and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof.

23. The instrument of transfer must be left for registration at the registered office of the company together with such fee, not exceeding $1 as the directors from time to time may require, accompanied by the certificate of the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, and thereupon the company shall subject to the powers vested in the directors by these Articles register the transferee as a shareholder and retain the instrument of transfer.

24. The directors may decline to register any transfer of shares, not being fully paid shares to a person of whom they do not approve and may also decline to register any transfer of shares on which the company has a lien.

25. The registration of transfers may be suspended at such times and for such periods as the directors may from time to time determine not exceeding in the whole 30 days in any year.

Transmission of shares

26. In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

27. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the directors and subject as hereinafter provided, elect either to be registered

himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy.

28. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions, and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

29. Where the registered holder of any share dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the directors in that behalf, be entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the company, or to voting, or otherwise), as the registered holder would have been entitled to if he had not died or become bankrupt; and where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of these Articles, be deemed to be joint holders of the share.

Forfeiture of shares

30. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

31. The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

32. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

33. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

34. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the company all money which, at the date of forfeiture, was payable by him to the company in respect of the shares (together with interest at the rate of 8% per annum from the date of forfeiture on the money for the time being unpaid if the directors think fit to enforce payment of such interest), but his liability shall cease if and when the company receives payment in full of all such money in respect of the shares.

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35. A statutory declaration in writing that the declarant is a director or the secretary of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

36. The company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share.

37. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Conversion of shares into stock

38. The company may by ordinary resolution passed at a general meeting convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination.

39. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

40. The holders of stock shall according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividends voting at meetings of the company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by any such aliquot part of stock which would not if existing in shares have conferred that privilege or advantage.

41. Such of the Articles of the company as are applicable to paid-up shares shall apply to stock, and the words share and shareholder therein shall include stock and stockholder.

Alteration of capital

42. The company may from time to time by ordinary resolution

(a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(c) subdivide its shares or any of them into shares of smaller amount than is fixed by the memorandum; so however that in the subdivision the proportion between the amount

paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;

(d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

43. Subject to any direction to the contrary that may be given by the company in general meeting, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of those shares in such manner as they think most beneficial to the company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the directors, be conveniently offered under this Article.

44. The company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required by law.

General meeting

45. An annual general meeting of the company shall be held in accordance with the provisions of the Act. All general meetings other than the annual general meetings shall be called extraordinary general meetings.

46. Any director may, whenever he thinks fit, convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act.

47. Subject to the provisions of the Act relating to agreements for shorter notice, 14 days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the company.

48. All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance-sheets, and the report of the directors and auditors, the election of directors in the place of those retiring, and the appointment and fixing of the remuneration of the auditors.

Proceedings at general meetings

49. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members present in person or by proxy or represented by attorney or representative appointed pursuant to the Act shall form a

quorum, except that where the company has only one member, that sole member shall constitute a quorum for any general meeting.

50. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the directors may determine.

51. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company, or if there is no such chairman, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of their number to be chairman of the meeting.

52. The chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

53. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded—

(a) by the chairman;

(b) by at least 3 members present in person or by proxy;

(c) by any member or members present in person or by proxy and representing not less than 10% of the total voting rights of all the members having the right to vote at the meeting; or

(d) by a member or members holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

54. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

55. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

56. Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of members or classes of members, each member entitled to vote may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote, and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote for each share he holds.

57. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

58. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other person as properly has the management of his estate, and any such committee or other person may vote by proxy or attorney.

59. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

60. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

61. The instrument appointing a proxy shall be in writing, in the common or usual form, under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member of the company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

62. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

I/We, , of being a member/members of the abovenamed company, hereby appoint , of , or failing him, of , , as my/our proxy to vote for me/us on my/our behalf at the annual/extraordinary general meeting of the company, to be held on the day of 20 , and at any adjournment thereof.

Signed this day of 20 .

This form is to be used	<u>*in favour of</u> against	the resolution.

*Strike out whichever is not desired. [Unless otherwise instructed, the proxy may vote as he thinks fit.]

63. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the comp any, or at such other place in Singapore as is specified for

that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

64. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been received by the company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

65. Subject to the provisions of the Act, a resolution in writing signed by the members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. A written notice of confirmation of such resolution in writing sent by or on behalf of a member shall be deemed to be his signature to such resolution in writing for the purposes of this Article. Such resolution in writing may consist of several documents each signed by one or more members.

Directors: Appointment, etc.

66. Subject to the provisions of the Act, there shall be at least one director in the company. All directors of the company shall be natural persons.

67. At the first annual general meeting of the company all the directors shall retire from office, and at the annual general meeting in every subsequent year one-third of the directors for the time being, or, if their number is not 3 or a multiple of 3, then the number nearest one-third, shall retire from office.

68. A retiring director shall be eligible for re-election.

69. The directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

70. The company at the meeting at which a director so retires may fill the vacated office by electing a person thereto, and in default the retiring director shall if offering himself for re-election and not being disqualified under the Act from holding office as a director be deemed to have been re-elected, unless at that meeting it is expressly resolved not to fill the vacated office or unless a resolution for the re-election of that director is put to the meeting and lost.

71. The company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number is to go out of office.

72. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these Articles. Any director so appointed shall hold office only until the next following annual

general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the directors who are to retire by rotation at that meeting.

73. The company may by ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last elected a director.

74. The remuneration of the directors shall from time to time be determined by the company in general meeting. That remuneration shall be deemed to accrue from day to day. The directors may also be paid all travelling, hotel, and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or in connection with the business of the company.

75. The shareholding qualification for directors may be fixed by the company in general meeting.

76. The office of director shall become vacant if the director—

(a) ceases to be a director by virtue of the Act;

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) becomes prohibited from being a director by reason of any order made under the Act;

(d) becomes disqualified from being a director by virtue of section 148, 149, 154 or 155;

(e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;

(f) subject to section 145, resigns his office by notice in writing to the company;

(g) for more than 6 months is absent without permission of the directors from meetings of the directors held during that period;

(h) without the consent of the company in general meeting, holds any other office of profit under the company except that of managing director or manager; or

(i) is directly or indirectly interested in any contract or proposed contract with the company and fails to declare the nature of his interest in manner required by the Act.

Powers and duties of directors

77. The business of the company shall be managed by the directors who may pay all expenses incurred in promoting and registering the company, and may exercise all such powers of the company as are not, by the Act or by these Articles, required to be exercised by the company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the company in general meeting; but no regulation made by the company in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.

78. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the company or of any third party.

79. The directors may exercise all the powers of the company in relation to any official seal for use outside Singapore and in relation to branch registers.

80. The directors may from time to time by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the directors, to be the attorney or attorneys of the company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities, and discretions vested in him.

81. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any two directors or in such other manner as the directors from time to time determine.

82. The directors shall cause minutes to be made —

(a) of all appointments of officers to be engaged in the management of the company's affairs;

(b) of names of directors present at all meetings of the company and of the directors; and

(c) of all proceedings at all meetings of the company and of the directors.

Such minutes shall be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

Proceedings of directors

83. The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. A director may at any time and the secretary shall on the requisition of a director summon a meeting of the directors.

84. Subject to these Articles, questions arising at any meeting of directors shall be decided by a majority of votes and a determination by a majority of directors shall for all purposes be deemed a determination of the directors. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.

85. A director shall not vote in respect of any contract or proposed contract with the company in which he is interested, or any matter arising thereout, and if he does so vote, his vote shall not be counted.

86. Any director with the approval of the directors may appoint any person, whether a member of the company or not, to be an alternate or substitute director in his place during such period as

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he thinks fit. Any person while he so holds office as an alternate or substitute director shall be entitled to notice of meetings of the directors and to attend and vote thereat accordingly, and to exercise all the powers of the appointor in his place. An alternate or substitute director shall not require any share qualification, and shall ipso facto vacate office if the appointor vacates office as a director or removes the appointee from office. Any appointment or removal under this regulation shall be effected by notice in writing under the hand of the director making the same.

87. Unless otherwise determined by the directors, two directors shall constitute a quorum necessary for the transaction of the business of the directors except that where the company has only one director, that sole director shall constitute a quorum.

88. The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the company as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number or of summoning a general meeting of the company, but for no other purpose.

89. The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within 10 minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.

90. The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors.

91. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within 10 minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.

92. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.

93. All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

94. A resolution in writing, signed by a majority of the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held. A written notification of confirmation of such resolution in writing sent by a director shall be deemed to be his signature to such resolution in writing for the purpose of this Article. Any such resolution may consist of several documents in like form, each signed by one or more directors.

95. Any director or member of a committee of directors may participate in a meeting of the directors or such committee by means of a telephone or other audio communications equipment whereby all persons attending or participating the meeting can hear each other.

The person or persons participating the meeting in the aforesaid manner shall be deemed for all purposes to be present in person at such meeting.

96. Where the company has only one director, he may pass a resolution by recording it and signing the record.

Managing directors

97. The directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. A director so appointed shall not, while holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of directors, but his appointment shall be automatically determined if he ceases from any cause to be a director.

98. A managing director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration, whether by way of salary, commission, or participation in profits, or partly in one way and partly in another, as the directors may determine.

99. The directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of those powers.

100. The directors may from time to time appoint any person to be an associate director and may from time to time cancel any such appointment. The directors may fix, determine and vary the powers, duties and remuneration of any person so appointed, but a person so appointed shall not be required to hold any shares to qualify him for appointment nor have any right to attend or vote at any meeting of directors except by the invitation and with the consent of the directors.

Secretary

101. The secretary shall in accordance with the Act be appointed by the directors for such term, at such remuneration, and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. A director may be the secretary provided that where a director is the sole director of the company, he shall not act or be appointed as the secretary of the company.

Seal

102. The directors shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors authorised by the directors in that behalf, and every instrument to which the seal is affixed shall be signed by a director and shall be countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose.

Accounts

103. The directors shall cause proper accounting and other records to be kept and shall distribute copies of balance-sheets and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or paper of the company except as conferred by statute or authorised by the directors or by the company in general meeting.

Dividends and reserves

104. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.

105. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.

106. No dividend shall be paid otherwise than out of profits or shall bear interest against the company.

107. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares in the company) as the directors may from time to time think fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

108. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.

109. The directors may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

110. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways and the directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient, and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order

to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the directors.

111. Any dividend, interest, or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other money payable in respect of the shares held by them as joint holders.

Capitalisation of profits

112. The company in general meeting may upon the recommendation of the directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the company to be allotted, distributed and credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution. A share premium account and a capital redemption reserve may, for the purposes of this regulation, be applied only in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares.

113. Whenever such a resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or, as the case may require, for the payment up by the company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

Notices

114. A notice may be given by the company to any member either personally or by sending it by post to him at his registered address, or, if he has no registered address in Singapore, to the address, if any, in Singapore supplied by him to the company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

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115. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.

116. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the bankrupt, or by any like description, at the address, if any, in Singapore supplied for the purpose by the persons claiming to be so entitled, or, until such an address has been so supplied, by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

117. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to —

(a) every member;

(b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and

(c) the auditor for the time being of the company.

(2) No other person shall be entitled to receive notices of general meetings.

Winding up

118. If the company is wound up, the liquidator may, with the sanction of a special resolution of the company, divide amongst the members in kind the whole or any part of the assets of the company, whether they consist of property of the same kind or not, and may for that purpose set such value as he considers fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

119. Every director, managing director, agent, auditor, secretary, and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

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Name, Address and Description of Subscriber

INTERNATIONAL ACE LIMITED
Registration No. 1801032
3rd Floor, J & C Building,
P.O. Box 933, Road Town, Tortola
British Virgin Islands

Mr Joseph Ooi Yew Chin, [NRIC No. S1542365Z] acting for and on behalf of International Ace Limited.

....
JOSEPH OOI YEW CHIN

Dated: 20 FEB 2014

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

003535

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ......၄၆၉၂.../ ၂၀၁၂–၂၀၁၃

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ..ဇစ်လီယံန်.ဇက်စ်ထ်.ကုမ္ပဏီ.လီမိတက်.......

....အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၂၀၁၃ နှစ်၊ ဖေဖော်ဝါရီ လ၊ ၄... ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နန်းရီရီသန်း၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....4692......... of 2012-2013

I hereby certify that ....ZILLION ZEST COMPANY LIMITED...........

....is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Nay Pyi Taw this ......FOURTH......................day of..........FEBRUARY..........TWO THOUSAND AND THIRTEEN...............

For Director General

(Nang Yi Yi Than, Director)

Directorate of Investment and Company Administration

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ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ဦးဇော်မင်းနိုင် (၁၂/မရက(နိုင်)၁၄၃၂၈၄)……..

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ အမှတ်(၇/၂)၊ အခန်း(၀၁)၊ ရန်အောင်(၁)လမ်း၊ ရန်ကင်းအိမ်ရာ၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့။…………………

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ၀၁-၅၅၁၉၀၄………………………

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း–………………………………

(၁)ဦးအောင်သူ
၁၂/ဗဟန(နိုင်)၀၁၆၁၄၆

မှတ်ချက် ။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ (၄-၂-၂၀၁၃)မှ (၃-၂-၂၀၁၈)ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စု ဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

လာရောက်ထုတ်ယူသည့်ရက်စွဲ-

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မြင့်လွင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filled with the Registrar within one month after the allotment is made)

Return of allotment from the 19th of February, 2013

on the of of the * ZILLION ZEST CO., LTD

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash .... 500 Shares

" " " " ....

Nominal amount of the shares so allotted .... Ks. 50,000,000/-

" " " " ....

Amount paid or due and payable on cash such share....... Ks. 100,000/- (Fully Paid Up)

" " " " ....

Number of ordinary shares allotted for a consideration other than cash

Nominal amount of the ordinary shares so allotted ....

Amount to be treated as paid on each such share ....

The consideration for which such share have been allotted is as follow: -

---

NOTE : In making a return of allotted under Section 104 (1) the Myanmar Companies Act., it is to be noted that-

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world " From" after the world " allotments" above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Presented for filling by: U Zaw Min Naing (M.D)

Name, Address and Description of Allot tees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	ordinary
1. U Zaw Min Naing 12/MaYaKa (Naing) 143284	No.10, Shwe Hnin Si Kyaung Street, (5) Quarter, Mayangone Township, Yangon.	Merchant		350
2. U Aung Thu 12/BaHaNa (Naing) 016146	No.21, Kabar Aye Pagoda Road, Shwe Taung Gya (2) Ward, Bahan Township, Yangon.	Merchant		150
			Total	500 Shares

Signature

Zaw Min Naing
Managing Director
Zillion Zest Company Limited

Date 19.2.2015

MANAGING DIRECTOR

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

ရန်ကုန် ရုံးခွဲ

Name of Company : ZILLION ZEST CO., LTD

Presented by : U Zaw Min Naing

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. U Zaw Min Naing	Myanmar 12/MaYaKa (Naing) 143284	No.10, Shwe Hnin Si Kyaung Street, (5) Quarter, Mayangone Township, Yangon.	Merchant	Appointed As Managing Director w.e.f. 19.2.2013
2. U Aung Thu	Myanmar 12/BaHaNa (Naing) 016146	No.21, Kabar Aye Pagoda Road, Shwe Taung Gya (2) Ward, Bahan Township, Yangon.	Merchant	Appointed As Director w.e.f. 19.2.2013

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature .... Zaw Min Naing ....

Managing Director

Designation .... Zillion Zest Company Limited ....

Dated this .... 19.2.2013 ....

Form (26)

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မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဇစ်လီယဲန် ဇက်စ်ထ် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

ZILLION ZEST COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဖစ်လီယဲန် ဇက်ခ်ထ် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ကုမ္ပဏီ၏အမည်သည် **ဖစ်လီယဲန် ဇက်ခ်ထ် ကုမ္ပဏီ လီမိတက်** ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည်ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များ မှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၅၀၀၀၀၀၀၀၀ /-(ကျပ် သန်းငါးရာ တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀၀၀၀ /-(ကျပ် တစ်သိန်း တိတိ) တန်အစုရှယ်ယာပေါင်း (၅၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေ ပြဋ္ဌာန်းချက်များ နှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

ဆောက်လုပ်ရေးလုပ်ငန်းရည်ရွယ်ချက်

နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါ ဆောက်လုပ်ရေး လုပ်ငန်းများကို ပြည်ထောင်စု သမ္မတ နိုင်ငံတော် အစိုးရက ထုတ်ပြန်ထားသော ဥပဒေ၊ လုပ်ထုံးလုပ်နည်း ၊ အမိန့်များ၊ ညွှန်ကြားချက် များ နှင့် အညီ မိမိ တစ်ဦး ချင်းဖြစ်စေ၊ မည်သည့် ပုဂ္ဂိုလ် လုပ်ငန်းအဖွဲ့အစည်း ၊ သမဝါ ယမ အသင်း (သို့) နိုင်ငံပိုင် စီးပွားရေး အဖွဲ့အစည်းများနှင့် ဖြစ်စေ၊ ပူးပေါင်းဆောင်ရွက်ခြင်း ဖြစ်စေ လုပ်ကိုင် ဆောင်ရွက်ရန် နှင့် သက်ဆိုင်ရာ ဝန်ကြီးဌာနများ ၊ မြို့တော် စည်ပင်သာယာရေး ကော်မတီများ ၊ တိုင်းခရိုင်နှင့် မြို့နယ် စည်ပင်သာယာရေး အဖွဲ့များ၏ သတ်မှတ် ပြဋ္ဌာန်းချက်များနှင့် အညီ သင့်လျော်ရာ မြေနေရာများတွင် အောက်ဖော်ပြပါ ဆောက်လုပ်ရေး လုပ်ငန်းများ အတွက် အကြို အင်ဂျင်နီယာလုပ်ငန်းများဖြစ်သော မြေစမ်းသပ်ခြင်း၊ ပုံစံထုတ်ခြင်း ၊ ခန့်မှန်းခြေစာရင်း တွက်ချက်ခြင်းနှင့် ဆောက်လုပ်ခြင်း ၊ ထိန်းသိမ်းပြုပြင် မွမ်းမံခြင်းများကို ဆောင်ရွက်ရန် -

-သက်ဆိုင်ရာဝန်ကြီးဌာနများ မြို့တော်စည်ပင်သာယာရေးကော်မတီများ၊ တိုင်းခရိုင်နှင့် မြို့နယ်စည်ပင်သာယာရေး အဖွဲ့များ၏ သက်မှတ်ပြဋ္ဌာန်းချက်များနှင့်အညီ သင့်လျော်ရာ မြေနေရာများတွင် အောက်ဖော်ပြပါဆောက်လုပ်ရေး လုပ်ငန်း များအတွက် အကြို အင်ဂျင်နီယာလုပ်ငန်းများဖြစ်သော မြေစမ်းသပ်ခြင်း၊ ပုံစံထုတ်ခြင်း၊ ခန့်မှန်းခြေစာရင်း တွက်ချက်ခြင်းနှင့် ဆောက်လုပ်ခြင်း၊ ထိန်းသိမ်းပြုပြင်မွမ်းမံခြင်းများကို ဆောင်ရွက်ရန်

(က) လူနေထိုင်ရန် အိမ်ယာအမျိုးမျိုး
(ခ) ဆေးရုံ၊ ကျောင်း၊ ဘော်ဒါဆောင်အမျိုးမျိုး
(ဂ) ရုံး၊ စက်ရုံ၊ အလုပ်ရုံအမျိုးမျိုး
(ဃ) သင်္ဘောဆိပ်၊ တံတား၊ လေယာဉ်ကွင်းနှင့် လေဆိပ်အဆောက်အဦး၊ ဘူတာရုံ၊ ယာဉ်ရပ်နားစခန်း၊ သင်္ဘောဆိပ်၊ ဆိပ်ခံတံတား၊ ကုန်လှောင်ရုံခန်းအမျိုးမျိုး
(င) ဈေး၊ ဂိုဒေါင်၊ သိုလှောင်ရုံအမျိုးမျိုး
(စ) ဟိုတယ်၊ မိုတယ်၊ အင်း၊ ဧည့်ရိပ်သာအမျိုးမျိုး
(ဆ) ဆက်သွယ်ရေးဆိုင်ရာ စခန်း၊ တာဝါတိုင်စသည်များ
(ဇ) စေတီ၊ ပုထိုး၊ ဘုန်းတော်ကြီးကျောင်း၊ ရိပ်သာ၊ ဓမ္မာရုံနှင့် ဘာသာရေးအဆောက်အဦးအမျိုးမျိုး
(ဈ) လမ်း၊ ဆည်မြောင်း တာတမံအမျိုးမျိုး
(ည) ဆောက်လုပ်ရေး အင်ဂျင်နီယာလုပ်ငန်းနှင့် ဆက်စပ်နေသည့် ရေသန့်နှင့် လျှပ်စစ်လုပ်ငန်း အမျိုးမျိုး
(ဋ) အခြားလုပ်ငန်းများနှင့် ဆက်စပ်နေသည့် ဆောက်လုပ်ရေး

၂။ ဆောက်လုပ်ရေး အင်ဂျင်နီယာ လုပ်ငန်းဆိုင်ရာ ကုန်ကြမ်း၊ ကုန်ချော ပစ္စည်းများ အထောက်အကူပြု စက်ယန္တယား ၊ ယာဉ်နှင့် အရန်ဆက်စပ်ပစ္စည်းများကို လုပ်ငန်းသုံးအတွက် ပြည်ပမှ တင်သွင်းခြင်း ၊ ပြည်တွင်း၌ ဝယ်ယူခြင်း။

၃။ ဆောက်လုပ်ပြီးအဆောက်အဦးများကို အရောင်းကောင်တာ ဖွင့်လှစ်ရောင်းချခြင်း ၊ ငှားရမ်းခြင်း ။

၄။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း ၊ ကုမ္ပဏီ ၊ ဘဏ် ၊ သို့မဟုတ် ၊ ငွေကြေး အဖွဲ့အစည်း ထံ မှမဆို ငွေချေးယူရန် ။

ကတိကဝတ်ချက်။ ။ ကုမ္ပဏီသည်အထက်ဖော်ပြပါရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသောတရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့်လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင် ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာတည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ ၊ အမိန့်များနှင့်လျော်ညီသင့်တော်ခြင်း၊ သို့မဟုတ်၊ ခွင့်ပြုထားရှိခြင်းမှသာလျှင် လုပ်ငန်းများကိုဆောင်ရွက်မည်ဟု ကတိခံဝန်ချက်ထားရှိပါသည်။

အောက်တွင် **အမည်၊** နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်**စီကိုယ်**ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည် အသီးသီးနှင့် ယှဉ်တွဲ ပြထားသော **အစုရှယ်ယာ**များကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့်အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲ လက်မှတ်
၁	ဦး ဇော်မင်းနိုင် ကုန်သည် အမှတ်(၁၀)၊ ရွှေနှင်းဆီကျောင်းလမ်း၊ (၅)ရပ်ကွက်၊ မရမ်းကုန်းမြို့နယ် ရန်ကုန်တိုင်းဒေသကြီး	၁၂/မရက(နိုင်)၁၄၃၂၈၄	၃၅၀	
၂	ဦး အောင်သူ ကုန်သည် အမှ[redacted]ဘုရားလမ်း၊ ရွှေတောင်ကြား(၂)ရပ်ကွက်၊ ဗဟန်းမြို့နယ် ရန်ကုန်တိုင်းဒေသကြီး	၁၂/ဗဟန(နိုင်)၀၁၆၁၄၆	၁၅၀	

နေပြည်တော် ။ နေ့စွဲ ၊ ၂၀၁၃ ခုနှစ်၊ ၀၁ လ၊ ၂၈ ရက်

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

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မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဇစ်လီယဲန် ဇက်ခ်ထ် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင် စေရမည်၊ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်း များသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုး သက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်း မပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည် ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မ,တည်ငွေရင်းမှာ ကျပ်မှာ ၅၀၀၀၀၀၀၀၀ /-(ကျပ် သန်းငါးရာ တိတိ)ဖြစ်၍ ငွေကျပ် ၁၀၀၀၀၀ /-(ကျပ် တစ်သိန်း တိတိ)တန်အစုရှယ်ယာပေါင်း ၅၀၀၀ ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ ပြဋ္ဌာန်းချက်များ နှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြား သက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍ သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည် ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများ၊ အခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွ ဒါရိုက်တာများက သတ်မှတ်ထားသည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေ တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟု ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အဝ အတွက်သည် (၂) ဦးထက်မနည်း၊ (၂၅) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည်-

(၁) ဦး ဇော်မင်းနိုင်

(၂) ဦး အောင်သူ

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှတစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သေ သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သေ အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦး ဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စု ကိုပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက် များကို လိုက်နာရန်တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးပဲ ဒါရိုက်တာ အဖွဲ့သည် ၎င်းတို့၏ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည်၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကိုဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့် ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့်ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ် ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက် တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူ ကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက် ကဲ့သို့ပင် ကိစ္စ အားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

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ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့် တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ(က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေငြာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော တန်ဖိုးနှင့် စည်းကမ်းများ ၊ အခြေအနေ များ သတ်မှတ်၍ ကုမ္ပဏီက ရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း ၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများ မဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန် အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့်ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ ၊ အခွင့်အလမ်း များကိုမဆို သင့်တော်သော စည်းကမ်းချက်များသတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း ၊ စွန့်လွှတ်ခြင်း သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက် ခြင်းတို့ကို ပြုလုပ်ရန် ။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါ ချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန် အတွက်အာမခံများ ထားရှိ ရန် အပြင်၊ အထူးသဖြင့် ဤ ကုမ္ပဏီ၏ ဒီဘင်ချာများ ၊ ဒီဘင်ချာစတော့ပ်များ ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တဒေသ ကို အပေါင်ပြု၍ ထုတ်ဝေရန် ။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာ များ၊ ငွေချေးစာချုပ်များ ၊ သို့မဟုတ် ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များကိုထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါအစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့်ပေးသွင်းပြီး သော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း ၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့် သော် လည်းကောင်း ၊သဘောတူညီ သကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ဖြစ်စေ ၊ ထိုကဲ့သို့ မဟုတ်ဘဲ ဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ ၊ တာဝန်ယူထားသည့် လုပ်ငန်း များ ပြီးစီးအောင် ဆောင်ရွက်ခြင်း အလို့ငှာ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင်ဤကုမ္ပဏီ၏ပစ္စည်းရပ်များအားလုံးသို့မဟုတ်တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော် လည်းကောင်း၊ အပေါင်ပြု၍သော် လည်းကောင်း ၊ သို့မဟုတ် အစုရှယ်ယာများ အတွက် ငွေများတောင်းခံခေါ်ယူ၍သော်လည်းကောင်း၊ ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော် သည့် အတိုင်း ဆောင်ရွက်ရန် ။

(၅) မန်နေဂျာများ ၊ အတွင်းရေးမှူးများ အရာရှိများ ၊ စာရေးများ ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်း များကို အမြဲ တမ်းယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း ၊ ရပ်စဲခြင်း၊ဆိုင်းငံ့ခြင်းများအတွက် လည်းကောင်း ၊အဆိုပါပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ ၊ လစာငွေများ ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း ၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင် ရွက်ရန် ၊ ထို့အပြင် အဆိုပါကိစ္စများ အတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်များ အားလုံးကို ဖြစ်စေ ၊ တစ်စိတ်တစ်ဒေကို ဖြစ်စေ ဒါရိုက်တာများ၏ ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ် ရန် ။

(၆) ဤ ကုမ္ပဏီ၏ ဒါရိုက်တာ တစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေးဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲမန်နေဂျာ အဖြစ် ခန့်ထားရန် ။

(၇) မည်သည့်အစုရှင် ထံမှမဆို ၄င်းတို့ ၏ အစုရှယ်ယာများ အားလုံးကို ဖြစ်စေ ၊ အချို့အဝက်ကို ဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းချက်များဖြင့် လက်ခံရန် ။

(၈) ဤ ကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြား အကြောင်းများ ကြောင့် ဖြစ်သော မည်သည့်ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန် အတွက် မည်သည့် ပုဂ္ဂိုလ် သို့မဟုတ်ပုဂ္ဂိုလ်များကို မဆို ခန့်ထားရန်နှင့်အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ် စာတမ်း များ ချုပ်ဆို ပြုလုပ်ရန် ။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီကပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို ၊အရေးယူ ၊ခုခံကာကွယ်ရန် သို့မဟုတ်ခွင့်လွှတ်ရန် ၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ်တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက်သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန် ။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ်ရရန် ရှိသောငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေးခုံသမာဓိ၏ ဆုံးဖြတ်ချက် အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသော တောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ ပေးရန် ရှိသော ငွေကြေးများအတွက် ပြေစာများပြုလုပ်ခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသော နည်းဖြင့် စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ကြွေးမြီးမဆပ်နိုင်ခြင်းကိစ္စများနှင့် ပတ်သက်၍ ဤကုမ္ပဏီ၏ ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ချက်လက်မှတ်များ၊ဝန်ခံကတိစာချုပ်များ ၊ ထပ်ဆင့်လက်မှတ်ရေးထိုး ခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ ကိုယ်စား မည်သူက လက်မှတ်ရေးထိုးခွင့် ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော်လျောက်ပတ်သော နည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင်ငွေများကို အာမခံပစ္စည်းပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံမှုထားရန်နှင့် စီမံခန့်ခွဲထား ရန်၊ ထို့အပြင် အချိန်ကာလ အားလျော်စွာ မြှုပ်နှံထား သောငွေများကိုပြန်လည် ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန် ။

(၁၅) ဤ ကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းများကို သင့်လျော်သည်ဟု ယူဆပါကဆောင်ရွက်ခွင့်ပြုရန် အဆိုပါပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချ နိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘောတူညီချက်များနှင့် ဥပဒေ ပြဋ္ဌာန်း ချက်များ ပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသော မည်သည့်အရာရှိ သို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျ ဆောင်ရွက်ခဲ့သောလုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက်ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်းသို့မဟုတ်ကုမ္ပဏီ၏အထွေထွေအမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန် နှင့် အဆိုပါကော်မရှင်များ အမြတ်များ ခွဲဝေပေးခြင်းစသည်တို့ကို ဤကုမ္ပဏီ၏ လုပ်ငန်းကုန်ကျ စရိတ် တစ်စိတ်တစ်ဒေသ အဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤ ကုမ္ပဏီ၏ လုပ်ငန်းများ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ ၊ စည်းကမ်းဥပဒေများကို အခါ အားလျော်စွာ သတ်မှတ်ခြင်း ၊ ပြင်ဆင်ခြင်း ၊ ဖြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်၊။

(၁၈) ဤ ကုမ္ပဏီ၏ လုပ်ငန်းအတွက် ဤကုမ္ပဏီ အမည်ဖြင့်ဖြစ်စေ ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ လိုအပ်သည် ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများ ကို ပြုလုပ်ရန် ၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကို လည်းကောင်း ၊ ၎င်းတို့နှင့် စပ်လျဉ်း သော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန် ။

(၁၉) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့် ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်းများ၊ ကုမ္ပဏီသို့မဟုတ်ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်း ထံမှ မဆို ငွေချေးယူရန် ။

အထွေထွေ အစည်းအဝေးကြီးများ

၅။ ကုမ္ပဏီကို ဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့် နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေးကြီးကို ကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေး သည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ် တစ်နှစ်လျှင် အနည်းဆုံး တစ်ကြိမ် (နောက်ဆုံး ကျင်းပသည့် အထွေထွေအစည်း အဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့် အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေး စတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင် အရေ အတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ် ဆောင်ရွက်ခြင်း မပြုရ ၊ ဤတွင် အခြားနည်းသတ်မှတ် ပြဋ္ဌာန်းခြင်း မရှိလျှင်ထုတ်ဝေထားသည့် မ,တည်ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက် မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက် မနည်းသော) အစုရှင်များကိုယ်တိုင် တက်ရောက်လျှင် လုပ်ငန်းကိစ္စ အားလုံး ဆောင်ရွက်ရန် အတွက် အစည်းအဝေး အထမြောက်သည့် ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင် အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်း သည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၆။ သင်းလုံးကျွတ် အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏အစုရှင်များအား ခွဲဝေပေးသည့် အမြတ်ဝေစုကို ကြေငြာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေ ရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ် ဝေစုကို ခွဲဝေမပေးရ ။

ရုံးဝန်ထမ်းများ

၇။ ကုမ္ပဏီသည် လုပ်ငန်းတစ်ခုကို ဖွင့်လှစ်၍ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မှီသူ ပုဂ္ဂိုလ် တစ်ဦးအား အထွေထွေ မန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မှီသူများ အား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ ၊ ခရီးသွားလာစရိတ် နှင့် အခြား အသုံးစရိတ်များကဲ့သို့သော ဥာဏ် ပူဇော်ခ များနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်း သတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြု ရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာ လုပ်ငန်းလည်ပတ်မှု အားလုံး အတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်းဒါရိုက်တာအား တာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကိုအောက်ဖော်ပြပါသတ်မှတ်ချက်များ နှင့် အညီ ထားသို ထိန်းသိမ်းဆောင်ရွက်သွားရမည် ။

(၁) ကုမ္ပဏီ၏ရငွေ၊ သုံးငွေများ၏ပမာဏနှင့် ၎င်းရငွေ ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်း ကိစ္စများ ။

(၂) ကုမ္ပဏီ ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤ ကုမ္ပဏီ၏ ရရန် ပိုင်ခွင့် နှင့် ပေးရန် တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ် အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံးများ သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာများတွင် သိမ်းဆည်း ထားရမည်ဖြစ်ပြီး ၊ ရုံးချိန် အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၀။ စာရင်းစစ်များကိုခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်း များနှင့် လိုက်လျော ညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကိုစာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှ တဆင့်လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်ပါသည်။

တံဆိပ်

၂ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာ ထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေး အပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာ တစ်ဦး ရှေ့မှောက်တွင်မှတပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ် ထားသည့် စာရွက်စာတမ်း တိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၆(ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေ ပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိတစ်ဦးဦးမှာ မိမိတာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့သည့်စရိတ်များ၊ တောင်းခံငွေများ ၊ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေ များ နှင့် ကြွေးမြီးတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

ကုမ္ပဏီ၏ အထွေထွေ အစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်း နိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင် ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ် ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ် ည်သည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ် းသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့်အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲ လက်မှတ်
ဦး ဇော်မင်းနိုင် ကုန်သည် အမှတ်(၁၀)၊ ရွှေနှင်းဆီကျောင်းလမ်း၊ (၅)ရပ်ကွက်၊ မရမ်းကုန်းမြို့နယ် ရန်ကုန်တိုင်းဒေသကြီး	၁၂/မရက(နိုင်)၁၄၃၂၈၄	၃၅၀	(signature)
ဦး အောင်သူ ကုန်သည် အမှတ်-၂၁,ကမ္ဘာအေးဘုရားလမ်း၊ ရွှေတောင်ကြား(၂)ရပ်ကွက်၊ ဗဟန်းမြို့နယ် ရန်ကုန်တိုင်းဒေသကြီး	၁၂/ဗဟန(နိုင်)၀၁၆၁၄၆	၁၅၀	(signature)

တော်။ နေ့စွဲ ၊ ၂၀၁၃ ခုနှစ် ၁၁ လ၊ ၂၈ ရက်။

ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

DAW AYE THIDAR
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Accountant and Auditor
141/145, 4th Fl, Bo Aung Kyaw Street.

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THE MYANMAR COMPANY ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

ZILLION ZEST COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **ZILLION ZEST COMPANY LIMITED**

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks- **500000000** /-(Kyats **Five Hundred Million** Only) divided into (**5000**) shares of Ks. **100000** /-(Kyats **One Hundred Thousand** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

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Objective of Construction

1. To carry out the following construction works. either solely on its own or in joint venture with any local or foreign partners, in accordance with the existing Laws,procedures,orders and instructions of the Government of the Republic of the Union of Myanmar.

2. To carry out the pre-engineering works such as ground testing ,drawing,cost estimation and construction ,maintenance,renovation works of suitable sites,for the following construction works, in accordance with the regulation of relevant Ministries. City Development Committees.Division,Distric and Township Development Affair Departments.

- Housing Buildings
- Hospitals, Schools, Hostels
- Offices, Factories, Mills, Workshops.
- Road, Bridges, Air Fields and Air Port Buildings, Railway Stations, High-way Bus Stations, Seaports, Jetties Containers Depots.
- Markets, Godowns, Ware Houses
- Hotels, Motels, Inns, Guest-House
- Stations, Towels etc of Communication.
- Varieties of Stupas, Monuments, Monastries, Meditation Centres, Damayones and religious buildings
- Dams, Reservoirs

3. Water/Sanitation and Electrical installation works related to construction engineering

4. Other related construction engineering works

To carry out local purchase and foreign import of raw materials,finished goods,supporting machineries,equipments,vehicles and spare part, accessories needed for the above construction works.

To sell and rent the completed buildings by opening sales centres.

To borrow money for the benefit of the Company's business from any person,firm,company. bank and financial organization in the manner that the company shall think fit.

PROVISO: *Provided that the Company shall not exercise any of the above objects whether in the Republic the Union of Myanmar or elsewhere.save in so for as it may be entitled so as to do in accordance with Laws, Order and Notifications if force from time to time and only subject to such permission and or approval may be prescribed by the Laws,Orders and Notifications of the Republic of the Union of Myanmar for the being in force.*

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We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, e desirous of being formed into a Company in pursuance of this Memorandum of Association, and we spectively agree to take the number of shares in the Capital of the Company set opposite our respective es.

. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	**U Zaw Min Naing** Merchant No(10), Shwe Hnin Si Kyaung Street, (5) Quarter, Mayangone Township, YANGON	12/MAYAKA(NAING)143284	350	
2	**U Aung Thu** Merchant No.21, Kabar Aye Pagoda Road, Shwe Taung Gya (2)Ward, Bahan Township, YANGON	12/BAHANA(NAING)016146	150	

PyiTaw Dated 28 the 01 day of 2013

hereby certified that the persons mentioned above their signatures in my presence.

DAW AYE THIDAR
B.Com (Q), C.P.A
Accountant and Auditor
141/145, 4th Fl, Bo Aung Kyaw Street.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

ZILLION ZEST COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

The Company is to be a Private Company and accordingly following provisions shall have effect:-

(a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

The Authorised Capital of the Company is Ks. **500000000** /-(Kyats **Five Hundred Million** only) divided into (**5000**) shares of Ks **100000** /-(Kyats **One Hundred Thousand** only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representive of a deceased member shall be recognized by the Directors.

The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (25).

The First Directors shall be:-

(1) U Zaw Min Naing

(2) U Aung Thu

The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

The qualification of Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

Any Director may at any time summon a meeting of Directors.

A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power;-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit: also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being,

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds , debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there on as may be agreed upon ; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and, to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute , conduct , defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof , upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour any Director or other person who may incur or be about to incur any personal liability for the bebefitof the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye- laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts , deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit .

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors .No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs . The remunerations and allowances such as salaries , travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting .The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

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ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place:*

(2) *all sales and purchases of goods by the Company ;*

(3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges. losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING - UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

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We, the several persons, whose names, nationalities, addresses and descriptions are subscribed ...eto, are desirous of being formed into a Company in pursuance of this Articles of Association, and we ...ectively agree to take the number of shares in the Capital of the Company set opposite our respective ...es.

No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	U Zaw Min Naing Merchant No(10), Shwe Hnin Si Kyaung Street, (5) Quarter, Mayangone Township, YANGON	12/MAYAKA(NAING)143284	350	
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...yiTaw Dated 28 the 01 day of 2013

...ereby certified that the persons mentioned above ...eir signatures in my presence.

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